

ST. CHARLES PARISH PUBLIC NOTICES



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



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



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



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



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



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



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



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



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



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

Public Notice



ST. CHARLES PARISH
PROCUREMENT

ONLINE AUCTION

START: AUGUST 2, 2023
END: AUGUST 16, 2023

ST. CHARLES PARISH PROCUREMENT OFFICE WILL HOST AN ONLINE AUCTION TO SELL MISCELLANEOUS SURPLUS.

FOLLOW THE LINK BELOW TO THE ONLINE SITE TO REVIEW THE LISTED ITEMS AND PLACE YOUR BIDS: <http://www.publicsurplus.com/sms/stcharlesgov.la/browse/home>

ALL TERMS AND CONDITIONS WILL BE LISTED ON THE SITE.

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

BID ADVERTISED:
ST. CHARLES HERALD GUIDE
JULY 13, 2023
JULY 20, 2023

Public Notice

29TH JUDICIAL DISTRICT COURT
FOR THE PARISH OF ST. CHARLES
STATE OF LOUISIANA

NO.: P-13,413

DIVISION " E "

SUCCESSION OF SHIRLEY J. LAINTA SHELL

NOTICE

NOTICE IS HEREBY GIVEN that RUBIN SEARS, the duly appointed and qualified administrator of the Succession of Shirley J. Lainta Shell is applying for authority to sell at private sale, the whole interest in immovable property of the Succession of Shirley J. Lainta Shell on the terms of at the minimum One Hundred Thousand Dollars (\$100,000) with seller to pay sellers closing costs and buyer to pay buyers closing costs. The immovable property is fully described as follows:

THAT CERTAIN PIECE OR PORTION OF GROUND, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of St. Charles, Louisiana, designated as LOT NO. 14, SQUARE "A" of Preston Hollow Subdivision, as per plan thereof prepared by J.J. Krebs & Sons, Inc., dated October 16, 1968, filed October 29, 1968, said Lot bearing the same dimensions, location and boundary as shown on said plan.

Improvements thereon bear Municipal No. 300 Mockingbird Lane., St. Rose, Louisiana

All parties with an interest in the above described property or the Succession of Shirley J. Lainta Shell, which includes heirs, creditors, and the like must 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 such application and that such order or judgment may be issued after the expiration of ten (10) days, from the date of the publication of this notice, all in accordance with LA Code Civ. Pro. 3443.

Clerk of Court Lance Marino
St. Charles Parish

Donovan D. Hobdy (No. 35495)
Land First Real Estate Law
P.O. Box 6582, Metairie, LA 70009
Telephone/Fax: (888) 588-3684
Attorney for Norward Sears
Lainta and Rubin Sears

Publish: July 20, 2023

Public Notice

ORDINANCE INTRODUCED FOR PUBLICATION, PUBLIC HEARING, & ADOPTION, BY THE ST. CHARLES PARISH COUNCIL AT THE PUBLIC MEETING ON MONDAY, JULY 31, 2023, 6:00 P.M., COUNCIL CHAMBERS, PARISH COURTHOUSE, 15045 RIVER ROAD, HAHNVILLE:

2023-0171 (7/10/23, Jewell, G. Dussom)

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

ORDINANCES AND RESOLUTIONS INTRODUCED FOR PUBLIC HEARING BY THE ST. CHARLES PARISH COUNCIL, ON MONDAY, JULY 31, 2023, 6:00 P.M., COUNCIL CHAMBERS, PARISH COURTHOUSE, 15045 RIVER ROAD, HAHNVILLE:

2023-0177 (7/10/23, Jewell, D. Foret)

An ordinance approving and authorizing the execution of a Contract with Kort's Construction Services, Inc., for the West Bank Bridge Park Improvements, Phase I, (Project No. RECWB122) in the lump sum amount of \$1,984,500.00.

2023-0178 (7/10/23, Jewell, D. Foret)

An ordinance approving and authorizing the execution of a Contract with All Star Electric, Inc., for the West Bank Bridge Park Improvements, Phase 1 Lighting, (Project No. RECWB122) in the lump sum amount of \$1,189,422.00.

2023-0179 (7/10/23, Jewell, C. Oubre)

An ordinance approving and authorizing the execution of a Cooperative Endeavor Agreement between St. Charles Parish and the Lafourche Basin Levee District relative to a levee lift for the Sunset Drainage District within the West Bank Hurricane Protection Levee System (Project A) and access roadway and surcharge area for a future boat ramp located on property known as Des Allemands Boat Launch (Project B).

PUBLISH: July 13, 20, 27, 2023

Public Notice

PLANNING & ZONING COMMISSION

THE ST. CHARLES PARISH PLANNING & ZONING COMMISSION WILL MEET ON AUGUST 3, 2023 AT 6:00 P.M. IN THE COUNCIL CHAMBER OF THE PARISH COURTHOUSE LOCATED AT 15045 RIVER ROAD, HAHNVILLE TO HEAR:

2023-9-MIN requested by **Lloyd & Dorcas Frickey** for a resubdivision of two lots into four, **110 & 112 Luke Drive, Bayou Gauche**. Zoning District R-1A(M). Council District 4.

2023-10-MIN requested by **Craig & Cynthia Dufrene & Dolores Dufrene** for a resubdivision of one lot into two, **203 Mark Drive, Bayou Gauche**. Zoning District R-1A(M). Council District 4.

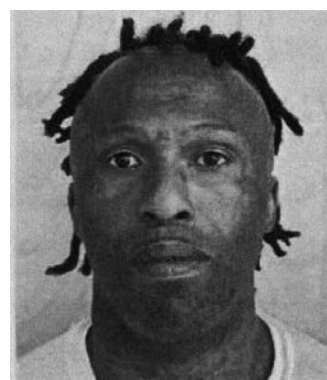
2023-11-MIN requested by **David & Monette Millet** for a lot line adjustment requiring a variation from geometric standards, **110 Villere Place, Destrehan**. Zoning District R-1B. Council District 3.

2023-10-R requested by **Malcolm Darensbourg Jr. for M.A.D. III, LLC** for a change of zoning from R-1A to C-2 on Lots 28 & 29 and portions of Lots 30, 31, 32, & 33, Square 4, Goodhope Annex A Subdivision, **191, 195, & 199 Goodhope Street, Norco**. Council District 6.

2023-11-R requested by **Matthew Jewell, Parish President at the recommendation of the Planning and Zoning Dept.** for a change of zoning from C-1 to R-1A on Lot 1-A and a portion of Lot 2-A, **138 & 164 Schexnaydre Lane, Hahnville**. Council District 1.

ALTERNATE DATE: 8/10
PUBLISH: 7/20, 7/27, 8/3

Public Notice



I, **Andre Butler**, have been convicted of **Failure to Register/Notify as a Sex Offender** Date of Conviction: 04/17/2023 and **Carnal Knowledge of a Juvenile** Date of Conviction 12/15/2008. My address is: 134 Hollywood Park Road, Montz, La. 70068.

RACE: Black
SEX: Male
DOB: 02/06/1982
HGT: 5'9"
WGT: 185
HAIR COLOR: Black
EYE COLOR: Brown

PUBLISH: July 13 & 20, 2023

Public Notice

WE ARE APPLYING TO THE COMMISSIONER OF THE OFFICE OF ALCOHOL & TOBACCO CONTROL OF THE STATE OF LOUISIANA FOR A PERMIT TO SELL BEVERAGES OF LOW AND HIGH ALCOHOLIC CONTENT AT RETAIL IN THE PARISH OF ST. CHARLES AT THE FOLLOWING ADDRESS:

219 GROUP LLC
219 PAUL MAILLARD ROAD,
LULING, LA 70070
MEMBER: KENNETH J. EVOLA

PUBLISH: July 13 & 20, 2023

Public Notice

We are applying to the Commissioner of Alcohol and Tobacco Control of the State of Louisiana for a permit to sell beverages of **Low and High** alcoholic content at retail in the Parish of St. Charles at the following address:

Boot T's Seafood, LLC
13459 US-90,
Boutte, LA 70039
Member: Yvette B. Dunn

PUBLISH: July 13 & 20, 2023

Public Notice

SECTION 00010

ADVERTISEMENT FOR BIDS

The Parish of St. Charles, hereby advertises bids for construction of Primrose Canal Cleaning And Improvements – Phase 1A – P210202 as follows:

Owner: **St. Charles Parish**

Project Title: PRIMROSE CANAL CLEANING AND IMPROVEMENTS – PHASE 1A

Project No.: P210202

Principal Work Location: LULING, LA

Description of Basic Work: THE PROJECT IS INTENDED TO CLEAN, AND STRENGTHEN WHERE NECESSARY, THE EXISTING DRAINAGE CANAL THAT RUNS ADJACENT TO PRIMROSE DRIVE IN LULING, LA. THE EXISTING CANAL HAS BECOME OVERGROWN WITH VEGETATION AND HAS EXPERIENCED BANK FAILURES AND EROSION AT VARIOUS LOCATIONS ALONG ITS LENGTH. THE CANAL WILL BE STRENGTHENED BY SHEET PILE WALLS AND CLEANED WHERE APPLICABLE.

Bids: Separate sealed Bids will be received by the ST. CHARLES PARISH COUNCIL RECORDS OFFICE, Parish of St. Charles, 15045 River Road, Courthouse 3rd Floor, Hahnville, Louisiana, 70057, either by registered or certified mail with return receipt requested, or hand delivered, or electronically submitted at www.centralbidding.com, **no later than 10:00 a.m. local time on Tuesday, August 8, 2023**. Promptly thereafter, the bids will be publicly opened and read aloud in the Council Chambers of the St. Charles Parish Court House. The Owner reserves the right to reject any and all Bids in accordance with the Public Bid Law, and to disregard all nonconforming, nonresponsive, unbalanced or conditional Bids.

Bidding Documents: The Bidding Documents (Contract Documents, Specifications and Drawings) are available to Contractors who are properly licensed in Louisiana or to bona fide suppliers of materials and equipment for purchase and/or review at the office of the Engineer for the contract, C. H. FENSTERMAKER & ASSOCIATES, L.L.C. / 1100 POYDRAS ST, SUITE 1550, NEW ORLEANS, LA 70163.

A payment of \$ 250.00 in cash or check payable to the Engineer will be required for each complete set of the Bidding Documents. This payment is refundable as provided in the La.R.S.38:2212(D).

Pre-Bid Conference: A Pre-Bid Conference to discuss the scope of the project and the requirements of the Bidding and Contract Documents will be held on Tuesday, July 25, 2023 at 10:00 a.m. the St. Charles Parish Department of Public Works and Wastewater, **100 River Oaks Dr., Destrehan, Louisiana**. Attendance of the Pre-Bid Conference is **Non-Mandatory**.

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

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

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

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

St. Charles Parish Council
Matthew Jewell, Parish President

Advertisement Source and Dates:

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

Thursday, July 06, 2023
Thursday, July 13, 2023
Thursday, July 20, 2023

Public Notice

St. Charles Parish Public Schools

Office of Child Nutrition
13855 River Road
Luling, Louisiana 70070

Community Eligibility Provision

We are pleased to inform you that St. Charles Parish Public Schools will continue to participate in the National School Lunch and School Breakfast Programs provision called the Community Eligibility Provision (CEP) for School Year 2023-2024.

All students enrolled in St. Charles Parish Public Schools are eligible to receive one healthy breakfast and one healthy lunch at school each day at **no charge** to your household for the 2023-2024 school year.

This applies to students enrolled at the following schools/centers: Allemands Elementary, Ethel Schoeffner Elementary, Lakewood Elementary, Luling Elementary, Mimosas Park Elementary, Norco Elementary, New Sarpy Elementary, RJ Vial Elementary, St. Rose Elementary, Albert Cammon Middle, Harry Hurst Middle, JB Martin Middle, RK Smith Middle, Destrehan High, Hahnville High, Carver Early Learning Center, and East Bank Head Start Center.

No further action is required of you. Your children will be able to participate in these meal programs without having to pay a fee or submit a meal application.

For additional information please contact: Jenny DeRoche, Director of Child Nutrition, 13855 River Road Luling, LA 70070, 985-785-3179, jderoche@stcharles.k12.la.us.

Sincerely,

Jenny DeRoche
Child Nutrition Director

NON-DISCRIMINATION STATEMENT. In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity. Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue SW, Washington, D.C. 20250-9410; or (2) fax: (833) 256-1665 or (202) 690-7442; or (3) email: program.intake@usda.gov. This institution is an equal opportunity provider. [2022]

Escuelas Públicas de la Parroquia de St. Charles

Oficina de nutrición infantil
13855 River Road
Luling, Louisiana 70070

Disposición de elegibilidad de la comunidad

Estimado padre o tutor:

Nos complace informarle que las Escuelas Públicas de la Parroquia de St. Charles continuarán participando en la disposición de los Programas Nacionales de Almuerzo Escolar y Desayuno Escolar llamada Disposición de Elegibilidad Comunitaria (CEP) para el año escolar 2023-2024.

Todos los estudiantes inscritos en las Escuelas Públicas de St. Charles Parish son elegibles para recibir un desayuno saludable y un almuerzo saludable en la escuela todos los días sin cargo para su hogar durante el año escolar 2023-2024.

Esto se aplica a los estudiantes matriculados en las siguientes escuelas/centros: Allemands Elementary, Ethel Schoeffner Elementary, Lakewood Elementary, Luling Elementary, Mimosas Park Elementary, Norco Elementary, New Sarpy Elementary, RJ Vial Elementary, St. Rose Elementary, Albert Cammon Middle, Harry Hurst Middle, JB Martin Middle, RK Smith Middle, Destrehan High, Hahnville High, Carver Early Learning Center, y East Bank Head Start Center. No se requiere ninguna otra acción de su parte. Sus hijos podrán participar en estos programas de comidas sin tener que pagar una tarifa o presentar una solicitud de comida.

Para obtener información adicional, comuníquese con: Jenny DeRoche, Directora de Nutrición Infantil, 13855 River Road Luling, LA 70070, 985-785-3179, jderoche@stcharles.k12.la.us.

Sinceramente,
Jenny DeRoche
Directora de nutrición infantil

Declaración de No Discriminación: De acuerdo con la ley federal de derechos civiles y las normas y políticas de derechos civiles del Departamento de Agricultura de los Estados Unidos (USDA), esta entidad está prohibida de discriminar por motivos de raza, color, origen nacional, sexo (incluyendo identidad de género y orientación sexual), discapacidad, edad, o represalia o retención por actividades previas de derechos civiles. La información sobre el programa puede estar disponible en otros idiomas que no sean el inglés. Las personas con discapacidades que requieren medios alternos de comunicación para obtener la información del programa (por ejemplo, Braille, letra grande, cinta de audio, lenguaje de señas americano (ASL), etc.) deben comunicarse con la agencia local o estatal responsable de administrar el programa o con el Centro TARGET del USDA al (202) 720-2600 (voz y TTY) o comuníquese con el USDA a través del Servicio Federal de Retransmisión al (800) 877-8339. Para presentar una queja por discriminación en el programa, el reclamante debe llenar un formulario AD-3027, formulario de queja por discriminación en el programa del USDA, el cual puede obtenerse en línea en: <https://www.fns.usda.gov/sites/default/files/resource-files/usdaprogram-discrimination-complaint-form-spanish.pdf>, de cualquier oficina de USDA, llamando al (866) 632-9992, o escribiendo una carta dirigida a USDA. La carta debe contener el nombre del demandante, la dirección, el número de teléfono y una descripción escrita de la acción discriminatoria alegada con suficiente detalle para informar al Subsecretario de Derechos Civiles (ASCR) sobre la naturaleza y fecha de una presunta violación de derechos civiles. El formulario AD-3027 completado o la carta debe presentarse a USDA por: (1) correo: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; or (2) fax: (833) 256-1665 o (202) 690-7442; o (3) correo electrónico: program.intake@usda.gov Esta entidad es un proveedor que brinda igualdad de oportunidades. (2022)

Publish: July 20 & 27, 2023

Public Notice

PUBLIC NOTICE

Request for Scenic River Permit on Bayou Des Allemands

The Secretary of the Louisiana Department of Wildlife and Fisheries (LDWF) as Administrator of the Louisiana Natural and Scenic Rivers System is currently considering the application of the Lafourche Basin Levee District for a permit to maintain the Sunset Levee by adding fill material to the levee located along the east bank of Bayou Des Allemands. Copies of the application can be reviewed by the public at the LDWF main office, 2000 Quail Drive, Room 432, Baton Rouge, LA. The public is invited to comment on this permit request for a period of forty-five (45) days. Responses should be mailed to LDWF Scenic Rivers Program, 2000 Quail Drive, Room 432, Baton Rouge, LA 70808.

Publish: July 20, 27 & August 3, 2023

Public Notice

SECTION 00010

ADVERTISEMENT FOR BIDS

The Parish of St. Charles, hereby advertises bids for construction of Rathborne Park Development Restroom Facility as follows:

Owner: **St. Charles Parish**

Project Title: **Rathborne Park Development Restroom Facility**

Project No.: **RECRR2023**

Principal Work Location: **Rathborne Park, 702 Lakewood Dr., Luling, LA 70070**

Description of Basic Work: **Construction of a new restroom and storage building at Rathborne Park.**

Bids: Separate sealed Bids will be received by the ST. CHARLES PARISH COUNCIL RECORDS OFFICE, Parish of St. Charles, 15045 River Road, Courthouse 3rd Floor, Hahnville, Louisiana, 70057, either by registered or certified mail with return receipt requested, or hand delivered, or electronically submitted at www.centralbidding.com, **no later than 2:00 p.m. local time on August 17, 2023**. Promptly thereafter, the bids will be publicly opened and read aloud in the Council Chambers of the St. Charles Parish Court House. The Owner reserves the right to reject any and all Bids in accordance with the Public Bid Law, and to disregard all nonconforming, nonresponsive, unbalanced or conditional Bids.

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

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

Pre-Bid Conference: A Pre-Bid Conference to discuss the scope of the project and the requirements of the Bidding and Contract Documents will be held on August 3, 2023 at 2:00 p.m. at the Edward A. Dufresne Community Center, **274 Judge Edward Dufresne Parkway, Luling, Louisiana**. Attendance of the Pre-Bid Conference is **Non-mandatory**.

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

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

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

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

St. Charles Parish Council
Matthew Jewell, Parish President

Advertisement Source and Dates:

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

Thursday, July 20, 2023
Thursday, July 27, 2023
Thursday, August 03, 2023

Sheriff's Sale

**SHERIFF'S SALE
SHERIFF'S OFFICE
Suit No: (45) 91565-E
Date: Friday, May 12, 2023
SPECIALIZED LOAN SERVIC-
ING LLC
vs
LLOYD EVERETTE GAGNON,
ET AL
GREG CHAMPAGNE, SHERIFF
P.O. Box 426
HAHNVILLE, LA 70057
Parish of St. Charles
29th Judicial District Court
State of Louisiana**

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated:

THURSDAY, MARCH 9, 2023, in the above entitled and numbered cause, I shall proceed to sell at public auction at the principal front door of the Court-house of which the Civil District Court of the Parish of St. Charles is held on WEDNESDAY, JULY 26, 2023, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit:

SITUATED IN THE STATE OF LOUISIANA, PARISH OF ST. CHARLES, IN FAIRFIELD PLANTATION OAKS, IN SQUARE 3A, BOUNDED BY PITRE DRIVE, LA HIGHWAY 48 - JEFFERSON HIGHWAY, DESIGNATED AS LOT 10A, SAID LOT COMMENCES 520.27 FEET FROM THE CORNER OF PITRE DRIVE AND LA HIGHWAY 48 AND MEASURES THENCE 58.04 FEET FRONT ON PITRE DRIVE, SAME IN WIDTH IN THE REAR, BY A DEPTH OF 83.80 FEET ON ITS SIDELINE NEARER TO LA HIGHWAY 48 AND A DEPTH ON ITS OPPOSITE SIDELINE OF 84.26 FEET, ALL IN ACCORDANCE WITH A SURVEY BY LUCIEN C. GASSEN, SURVEYOR, DATED APRIL 12, 1982M

REDATED JUNE 2, 1982, COPY OF WHICH IS ANNEXED TO ACT NO. 90634; subject to

restrictions, servitudes, rights-of-way and outstanding mineral rights of record affecting the property.

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: **TWENTY-FOUR THOUSAND FOUR HUNDRED FIFTY-NINE AND 99 / 100 (\$24,459.99) DOLLARS**, along with interest and attorney's fees and all other costs including my own costs and charges.

TERMS AND CONDITIONS OF SALE: CASH IN THE FORM OF A CASHIER'S CHECK DJE BY 2:00 P.M. DAY OF THE SALE. GREG CHAMPAGNE-SHERIFF &

EX-OFFICIO TAX COLLECTOR ST. CHARLES PARISH PUBLISH ON: June 22, 2023 July 20, 2023 ATTORNEY FOR PLAINTIFF: Ashley E. Morris 1505 North 19th Street P.O. Box 2867 Monroe, LA 71207-2867 318-388-1440 SCSO-CIV-209-0402

Sheriff's Sale

SHERIFF'S SALE
SHERIFF'S OFFICE
 Suit No: (45) 85957-E
Date: Thursday, June 15, 2023
REGIONS BANK D/B/A RE-
REGIONS MORTGAGE
VS
MICHAEL A. FABRE, JR. A/KIA
MICHAEL FABRE,
JR. A/K/A MICHAEL A. FABRE
A/KIA MICHAEL
FABRE, ET AL
GREG CHAMPAGNE, SHERIFF
P.O. Box 426
HAHNVILLE, LA 70057
Parish of St. Charles
29th Judicial District Court
State of Louisiana

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST CHARLES, State of Louisiana, dated: FRIDAY, MARCH 8, 2019, in the above entitled and numbered cause, I shall proceed to sell at public auction at the principal front door of the Courthouse of which the Civil District Court of the Parish of St Charles is held on WEDNESDAY, AUGUST 23, 2023, at 10:00 AM., to the last and highest bidder for cash, the following described property, to wit: ONE CERTAIN LOT OR PORTION OF GROUND, together with all of the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining, situated in the Parish of St. Charles, State of Louisiana, in that part thereof known as LAKEWOOD RIDGE ESTATES, as shown on Final Plat by Riverlands Surveying Company dated August 12, 2005, entitled "Lakewood Ridge Subdivision, situated in Section 5, T14S, R21E, near Luling, St. Charles Parish, Louisiana", which Final Plat was approved by the St. Charles Parish Council on February 5, 2007 by Ordinance No. 07-2-4, and recorded on March 7, 2007, in COB 687, folio 491, Entry No. 328640 of the official records of St. Charles Parish. And according to the aforementioned Final Plat, the property described herein is designated as LOT 29 and measures as follows, to-wit:

LOT 29 measures 66.09 feet front on Gregory Drive (formerly known as Rusty Drive) along an arc of a curve having a radius of 50.00 feet and a distance of 61.38 feet, with a second front on Gregory Drive (formerly known as Rusty Drive) of 20.82 feet along an arc of a curve having a radius of 25.00 feet and a distance of 20.23 feet, has a width in the rear of 161.06 feet, a depth along the sideline adjacent to Lot 28 of 145.94 feet and a depth along the sideline adjacent to Lot 30 of 152.99 feet. And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: **TWO HUNDRED FIFTY-SIX THOUSAND FIVE HUNDRED TWO AND 05 / 100 (\$256,502.05) DOLLARS**, along with interest and attorney's fees and all other costs including my own costs and charges.

TERMS AND CONDITIONS OF SALE: CASH IN THE FORM OF A CASHIER'S CHECK DUE BY 2:00 P.M. DAY OF THE SALE.
GREG CHAMPAGNE-SHERIFF & EX-OFFICIO TAX COLLECTOR
ST. CHARLES PARISH
PUBLISH ON: July 20, 2023
August 17, 2023
ATTORNEY FOR PLAINTIFF:
Corey J. Giroir
P.O. Box 87379 13541 Tiger Bend
Baton Rouge, LA 70879
225-756-0373
SCSO-CIV-209-0402

Public Notice

ORDINANCES AND RESOLUTIONS ADOPTED AT THE MEETING OF JUNE 19, 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 18
 P.O. Box 302
 Hahnville, LA 70057
 985-783-5000
 www.stcharlesparish.gov

Monday, June 19, 2023 6:00 PM Council Chambers, Courthouse

ATTENDANCE

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

Also Present

Parish President Matthew Jewell, Legal Services Director Corey Oubre, Chief Administrative Officer Mike Palomone, Executive Director of Technology and Cybersecurity Anthony Ayo, Director of Communications/Public Information Officer Samantha de Castro, Finance Director Grant Dussou, Public Works Assistant Director Brandon Bernard, Wastewater Director David deGeneres, Planning & Zoning Director Michael Albert, Economic Development & Tourism Director Corey Fauchoux, Eric Zurcher, Public Information Office

CALL TO ORDER

PRAYER / PLEDGE

Silent Prayer
 Pledge was led by Chairman Beth A. Billings (Councilwoman-At-Large, Division A).

APPROVAL OF MINUTES

A motion was made by Councilmember Fisher, seconded by Councilmember Darenbourg Gordon, to approve the minutes from the regular meeting of June 5, 2023. The motion carried by the following vote:

Yea: 8 - Billings, Fonseca, Darenbourg Gordon, Clulee, Gibbs, Dufrene, Fisher and Fisher-Cormier
Nay: 0
Absent: 1 - Bellock

SPECIAL BUSINESS (PROCLAMATIONS, CANVASS RETURNS, ETC.)

2023-0144

Proclamation: "247th Anniversary of American Independence"

Sponsors: Mr. Jewell

Road

2023-0155

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.

Sponsors: Ms. Fonseca, Ms. Billings, Ms. Darenbourg Gordon, Ms. Clulee, Mr. Gibbs, Mr. Fisher and Bond Counsel
 Chairman Billings requested that File No. 2023-0155 be deferred until after File No. 2023-0115.

A motion was made by Councilmember Fonseca, seconded by Councilmember Fisher, to Defer File No. 2023-0155 until after File No. 2023-0115. The motion carried by the following vote:

Yea: 8 - Billings, Fonseca, Darenbourg Gordon, Clulee, Gibbs, Dufrene, Fisher and Fisher-Cormier
Nay: 0
Absent: 1 - Bellock

Deferred

REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)

2023-0145

Port of South Louisiana

Mr. Paul Matthews, Chief Executive Officer reported.

Councilwoman Clulee spoke on the matter.
 Mr. Matthews spoke on the matter.

Reported

2023-0146

Parish President Remarks/Report

Sponsors: Mr. Jewell

Parish President Matthew Jewell reported.

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, JULY 10, 2023, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, TO BE CONSIDERED FOR FINAL PASSAGE:

2023-0152

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.

Sponsors: Mr. Jewell and Department of Public Works

Publish/Scheduled for Public Hearing to the Parish Council on July 10, 2023

2023-0154

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.

Sponsors: Mr. Jewell and Department of Wastewater

Publish/Scheduled for Public Hearing to the Parish Council on July 10, 2023

2023-0153

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. RECEBI23), in the not to exceed amount of \$293,500.00.

Sponsors: Mr. Jewell and Department of Parks and Recreation

Publish/Scheduled for Public Hearing to the Parish Council on July 10, 2023

2023-0156

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.

Sponsors: Mr. Jewell and Department of Public Works

Publish/Scheduled for Public Hearing to the Parish Council on July 10, 2023

2023-0157

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.

Sponsors: Mr. Jewell and Department of Public Works

Publish/Scheduled for Public Hearing to the Parish Council on July 10, 2023

2023-0158

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.

Sponsors: Mr. Jewell and Department of Public Works

Publish/Scheduled for Public Hearing to the Parish Council on July 10, 2023

2023-0159

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.

Sponsors: Mr. Jewell and Department of Public Works

Publish/Scheduled for Public Hearing to the Parish Council on July 10, 2023

2023-0160

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.

Sponsors: Mr. Jewell and Department of Public Works

Publish/Scheduled for Public Hearing to the Parish Council on July 10, 2023

2023-0161

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.

Sponsors: Mr. Jewell and Department of Parks and Recreation

Publish/Scheduled for Public Hearing to the Parish Council on July 10, 2023

2023-0162

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.

Sponsors: Mr. Jewell and Department of Public Works

Publish/Scheduled for Public Hearing to the Parish Council on July 10, 2023

2023-0163

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.

Sponsors: Mr. Jewell and Department of Public Works

Publish/Scheduled for Public Hearing to the Parish Council on July 10, 2023

2023-0164

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.

Sponsors: Mr. Jewell and Department of Finance

Publish/Scheduled for Public Hearing to the Parish Council on July 10, 2023

ORDINANCES SCHEDULED FOR PUBLIC HEARING (INTRODUCED AT PREVIOUS MEETING)

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, Ms. Darenbourg Gordon, Ms. Clulee, Mr. Gibbs and Mr. Fisher

Reported:

Councilwoman Fonseca Recommended: Approval
 Councilwoman Billings Recommended: Approval
 Councilwoman Darenbourg Gordon Recommended: Approval
 Councilwoman Clulee Recommended: Approval
 Councilman Gibbs Recommended: Approval
 Councilman Fisher Recommended: Approval

Speakers:

Mr. Walter Pille, Destrehan
 Councilwoman Fonseca spoke on the matter.
 Mr. Bobby Donaldson, Norco

Public Hearing Requirements Satisfied

Council Discussion

VOTE ON THE PROPOSED ORDINANCE

Yea: 6 - Billings, Fonseca, Darenbourg Gordon, Clulee, Gibbs and Fisher

Nay: 2 - Dufrene and Fisher-Cormier

Absent: 1 - Bellock

Enactment No: 23-6-8

2023-0155

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.

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

A motion was made by Councilmember Fonseca, seconded by Councilmember Darenbourg Gordon, to deviate from the regular order of the agenda to take up File No. 2023-0155 a matter which was deferred earlier in the meeting.

Public comment opened on the deviation; no public comment

The motion to deviate failed to receive the required unanimous votes for passage by the following vote:

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

Motion Failed (Vote was not unanimous)

Chairman Billings questioned Legal Services Director Corey Oubre whether the motion to deviate required a unanimous vote.
 Legal Services Director Corey Oubre advised to take a five minute recess to review the Parish Council Rules.

Chairman Billings announced there will be a five minute recess.

Chairman Billings reconvened the meeting calling for a motion to take up File No. 2023-0155 per Council Rule 25. Council Rule 25 Any matter before the Council may be considered at any time, the Order of Business notwithstanding, provided at least five (5) of the Council vote in the affirmative.

Councilwoman Fisher-Cormier spoke on the matter.
 Chairman Billings spoke on the matter.

Public comment opened; no public comment

Council Discussion
Mr. Oubre spoke on the matter.

A motion was made by Councilmember Fisher, seconded by Councilmember Fonseca, to take up File No. 2023-0159 per Council Rule 25. The motion carried by the following vote:

Yea: 7 - Billings, Fonseca, Darenbourg Gordon, Clulee, Gibbs, Fisher and Fisher-Cormier
Nay: 1 - Dufrene
Absent: 1 - Bellock

Motion Carried

Reported:
Councilwoman Fonseca Recommended: Approval
Councilwoman Billings Recommended: Approval
Councilwoman Darenbourg Gordon Recommended: Approval
Councilwoman Clulee Recommended: Approval
Councilman Gibbs Recommended: Approval
Councilman Fisher Recommended: Approval
Bond Counsel Recommended: Approval
Councilwoman Fonseca spoke on the matter.

Public comment opened
Mr. Walter Pille, Destrehan

Council Discussion
Councilwoman Fonseca invited Mr. Jason Akers with Foley & Judell, L.L.P., to the podium to speak on the matter.
Mr. Akers spoke on the matter.

VOTE ON THE PROPOSED RESOLUTION

Yea: 6 - Billings, Fonseca, Darenbourg Gordon, Clulee, Gibbs and Fisher
Nay: 2 - Dufrene and Fisher-Cormier
Absent: 1 - Bellock
Enactment No: 6702

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

Reported:
Public Works Department Recommended: Approval
Chief Administrative Officer Mike Palamone spoke on the matter.
Public Hearing Requirements Satisfied

Council Discussion
Mr. Palamone spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE

Yea: 8 - Billings, Fonseca, Darenbourg Gordon, Clulee, Gibbs, Dufrene, Fisher and Fisher-Cormier
Nay: 0
Absent: 1 - Bellock
Enactment No: 23-6-9

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 \$9,190,697.00.

Sponsors: Mr. Jewell and Department of Public Works

Reported:
Public Works Department Recommended: Approval
Chief Administrative Officer Mike Palamone spoke on the matter.

Speakers:
Mr. Walter Pille, Destrehan

Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

Yea: 8 - Billings, Fonseca, Darenbourg Gordon, Clulee, Gibbs, Dufrene, Fisher and Fisher-Cormier
Nay: 0
Absent: 1 - Bellock
Enactment No: 23-6-10

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

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

Public Hearing Requirements Satisfied

Council Discussion
Mr. deGeneres spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE

Yea: 8 - Billings, Fonseca, Darenbourg Gordon, Clulee, Gibbs, Dufrene, Fisher and Fisher-Cormier
Nay: 0
Absent: 1 - Bellock
Enactment No: 23-6-11

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

Reported:
Public Works Department Recommended: Approval
Chief Administrative Officer Mike Palamone spoke on the matter.
Public Hearing Requirements Satisfied

Council Discussion
Mr. Palamone spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE

Yea: 8 - Billings, Fonseca, Darenbourg Gordon, Clulee, Gibbs, Dufrene, Fisher and Fisher-Cormier
Nay: 0
Absent: 1 - Bellock
Enactment No: 23-6-12

PERSONS TO ADDRESS THE COUNCIL

2023-0147

Ms. Sondra Washington: Planning and Zoning (Mobile Home)

Councilwoman Darenbourg Gordon spoke on the matter.
Ms. Washington spoke on the matter.
Chairman Billings spoke on the matter.
Planning & Zoning Director Michael Albert spoke on the matter.
Councilwoman Fisher-Cormier spoke on the matter.

Heard

2023-0148

Rev. James Williams, III: Boutte Park

Councilwoman Darenbourg Gordon spoke on the matter.
Rev. Williams spoke on the matter.
Parish President Matthew Jewell spoke on the matter.

Heard

RESOLUTIONS

2023-0149

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.

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.

Public comment opened; no public comment

VOTE ON THE PROPOSED RESOLUTION

Yea: 8 - Billings, Fonseca, Darenbourg Gordon, Clulee, Gibbs, Dufrene, Fisher and Fisher-Cormier
Nay: 0
Absent: 1 - Bellock
Enactment No: 6703

2023-0150

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, Neida Stidham Woodruff, and Barbara Stidham Schneider.

Sponsors: Mr. Jewell and Department of Planning & Zoning

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

Public comment opened
Ms. Dawn Dufrene, Des Allemands
Ms. Neida Stidham Woodruff, Des Allemands

Council Discussion
Mr. Albert spoke on the matter.
Ms. Dufrene spoke on the matter.

Councilman Dufrene stated his reason for abstaining.

VOTE ON THE PROPOSED RESOLUTION

Yea: 7 - Billings, Fonseca, Darenbourg Gordon, Clulee, Gibbs, Fisher and Fisher-Cormier
Nay: 0
Abstain: 1 - Dufrene
Absent: 1 - Bellock
Enactment No: 6704

2023-0151

A resolution to support Louisiana's request to take primary enforcement responsibility (primacy) for the permitting of geologic carbon capture and sequestration (CCS) facilities.

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

Reported:
Parish President Recommended: Approval
Councilwoman Billings Recommended: Approval
Councilwoman Fonseca Recommended: Approval
Councilwoman Darenbourg Gordon Recommended: Approval
Councilwoman Clulee Recommended: Approval
Councilman Gibbs Recommended: Approval
Councilwoman Bellock Recommended: Approval
Councilman Fisher Recommended: Approval
Councilwoman Fisher-Cormier Recommended: Approval
Parish President Matthew Jewell spoke on the matter.

Public comment opened; no public comment

Council Discussion
President Jewell spoke on the matter.

VOTE ON THE PROPOSED RESOLUTION

Yea: 8 - Billings, Fonseca, Darenbourg Gordon, Clulee, Gibbs, Dufrene, Fisher and Fisher-Cormier
Nay: 0
Absent: 1 - Bellock
Enactment No: 6705

ADJOURNMENT

A motion was made by Councilmember Fisher, seconded by Councilmember Fonseca, to adjourn the meeting at approximately 7:50 pm. The motion carried by the following vote:

Yea: 8 - Billings, Fonseca, Darenbourg Gordon, Clulee, Gibbs, Dufrene, Fisher and Fisher-Cormier
Nay: 0
Absent: 1 - Bellock

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.

Michelle Impastato
Michelle Impastato
Council Secretary

Publish: July 20, 2023

Public Notice

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

2023-0152

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

ORDINANCE NO. 23-7-1

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.

WHEREAS, Ordinance No. 22-3-14, adopted March 21, 2022, by the St. Charles Parish Council approved and authorized the execution of a Professional Services Agreement with Barowka and Bonura Engineers and Consultants, LLC, to perform engineering services for Hill Heights Drainage Improvements - Destrehan (Project No. P190802), in the amount not to exceed \$373,992.70; and,

WHEREAS, an emergency Construction Contract was fully executed February 13, 2023, between St. Charles Parish and APC Construction, LLC, for Hill Heights Drainage Improvements, Project No. P190802, with bid in the amount of \$844,383.00; and,

WHEREAS, a Professional Services Agreement was fully executed April 11, 2023, between St. Charles Parish and Alpha Testing and Inspection, Inc., to complete construction testing services for Hill Heights Drainage Improvements (Project No. P190802), in the not to exceed amount of \$13,000.00; and,

WHEREAS, it is necessary to amend the construction contract to delete the work items, Settlement Plate and Dam Removal and Replacement (Each Add. Occurrence), resulting in a decrease to the contract amount by \$3,566.00; and,

WHEREAS, it is necessary to amend the construction contract to add the work item, Haul Away Unsuitable Material Stockpile from Western Canal Bank, resulting in an increase to the contract amount by \$4,142.71; and,

WHEREAS, it is necessary to amend the construction contract to revise contract items to match final installed quantities and contract days to match the actual days used, resulting in a decrease to the contract amount by \$116,861.51 and a decrease to the contract time by 41 calendar days; and,

WHEREAS, the final contract price is \$728,098.20 and the final contract time is 49 calendar days.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Change Order No. 1 (Final) for Hill Heights Drainage Improvements, Project No. P190802, to decrease the contract amount by \$116,284.80

LEGALS from 8B

and decrease the contract time by 41 calendar days is hereby approved and accepted.

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

SECTION III. That St. Charles Parish considers the project complete and accepts all improvements and modifications installed during execution of the project.

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

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

And the ordinance was declared adopted this 10th day of July, 2023, to become effective five (5) days after this publication in the official journal.

CHAIRMAN: [Signature]
 SECRETARY: [Signature]
 DLVD/PARISH PRESIDENT: July 11, 2023
 APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: [Signature]
 RETD/SECRETARY: July 11, 2023
 AT: 3:05pm RECD BY: [Signature]

SECTION 00806

CHANGE ORDER

No. 1 (Final)

DATE OF ISSUANCE May 26, 2023 EFFECTIVE DATE May 26, 2023

OWNER St. Charles Parish Department of Public Works
 CONTRACTOR APC Construction, LLC
 Contract: Hill Heights Drainage Improvements Construction Contract Dated 2/13/2023
 Project: Hill Heights Drainage Improvements
 OWNER'S Contract No. P190802 ENGINEER'S Contract No. N/A
 ENGINEER Barowka and Bonura Engineers and Consultants, LLC

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

- Description:**
- A. Delete the Following Work Items:**
- Contract Item 203-02: Settlement Plate
Delete item in its entirety. (- \$828.00)
 - Contract Item S-002-3: Dam Removal and Replacement (Each Add. Occurrence)
Delete item in its entirety. (- \$2,738.00)
- Total of Deducted Items = (-\$3,566.00)
- B. Add the Following Work Items:**
- New Contract Item: Haul away unsuitable soil material stockpile from western canal bank.
Addition of \$4,142.71 L.S. See attached email quote from Contractor.
- Total of Added Work Items = (+\$4,142.71)
- C. Revise the Following Work Item Quantities:**
- Contract Item 202-03: Excavation and Disposal of Unsuitable Material
Delete remaining unused contract quantity. Decrease quantity from 1250 C.Y. to 66.10 C.Y. (-\$15,153.92)
 - Contract Item 203-01: Cleaning Existing Ditches
Increase quantity from 100 L.F. to 185 L.F. (+\$2,923.15)
 - Contract Item 203-03: Plastic Soil Blanket
Increase quantity from 40 C.Y. to 46.9 C.Y. (+\$10,191.30)
 - Contract Item 203-04: Geotextile Fabric
Delete remaining unused contract quantity. Decrease quantity from 350 S.Y. to 318 S.Y. (-\$378.56)
 - Contract Item 701-07: Yard Drain Pipe (8" Plastic) (Contingency)
Delete remaining unused contract quantity. Decrease quantity from 50 L.F. to 28 L.F. (-\$1,892.00)
 - Contract Item 714-01: Sodding
Delete remaining unused contract quantity. Decrease quantity from 250 S.Y. to 222.22 S.Y. (-\$981.75)
 - Contract Item 715-01: Topsoil
Delete remaining unused contract quantity. Decrease quantity from 850 C.Y. to 67.0 C.Y. (-\$83,178.09)
 - Contract Item 723-01: Granular Material (Structural Fill)
Delete remaining unused contract quantity. Decrease quantity from 250 C.Y. to 72.8 C.Y. (-\$23,060.81)
 - Contract Item 802-01: Permanent Steel Sheet Piling (30-ft length)
Delete remaining unused contract quantity. Decrease quantity from 5600 S.F. to 5511.6 S.F. (-\$5,029.96)
 - Contract Item 802-02: C-Channel Waler and HSS at Connections
Delete remaining unused contract quantity. Decrease quantity from 15,000 Pounds to 14,997.50 Pounds (-\$13.88)
 - Contract Item S-001: Exploratory Excavation
Delete remaining unused contract quantity. Decrease quantity from 2 Each to 1 Each. (-\$287.00)
- Total of Change in Work Items Quantity = (-\$116,861.51)

Reason for Change Order:

- A.**
- Owner removed settlement plates from this project allowing this line item to be deleted.
 - The work item "Dam Removal and Replacement (Each Add. Occurrence)" was not used and can be eliminated from the contract.
- B.**
- Owner requested that Contractor remove and haul away stockpiled unsuitable soil material. Contractor provided quote in the amount of \$4,142.71 and Owner agreed and authorized Contractor to proceed with this work item.
- C.**
- Due to variations in field conditions vs. plan quantities, the final quantity of this item is determined to be 66.10 C.Y. instead of the original base bid quantity of 1,250 C.Y.
 - The contractor performed ditch cleaning along the entire length of the project and therefore the final quantity is 185 L.F. in lieu of the original base bid quantity of 100 L.F.
 - The original base bid quantity for this item was lower than actual quantity required in the field. The final quantity is 6.9 C.Y. more than the original base bid quantity.
 - Due to variations in field conditions vs. plan quantities, the final quantity of this item is determined to be 318 S.Y. instead of the original base bid quantity of 350 S.Y.
 - This item is intended to be used for repair/replacement of drain lateral lines which outfall into the canal within the project limits. This item included removal and replacement of drain lines in conflict with the new sheet pile wall, drain pipe connections, and drain pipe wall penetrations. The final quantity of this item is 28 L.F. instead of the original base bid quantity of 50 L.F.
 - Due to variations in field conditions vs. plan quantities, the final quantity of this item is determined to be 222.22 S.Y. instead of the original base bid quantity of 250 S.Y.
 - Contractor installed topsoil along the western canal bank to facilitate seeding and grass growth. The final quantity of installed topsoil is 67.0 C.Y.
 - Due to variations in field conditions vs. plan quantities, the final quantity of this item is determined to be 72.8 C.Y. instead of the original base bid quantity of 250 C.Y.
 - The final installed quantity of this item is determined to be 5511.6 S.F. instead of the original base bid quantity of 5600 S.F. The original 5600 S.F. quantity was slightly overestimated to account for potential variations in field conditions during construction.
 - Contractor requested a substitution to replace the original double C15x33.9 waler design and C15x33.9 wall cap with a single 12"x6"x3/8" HSS waler installed 4'-0" below top of wall and 18.5"x6"x3/8" rolled cap plate. This change resulted in a final quantity of 14,997.50 pounds in lieu of the original estimated bid quantity of 15,000 pounds. See attached email correspondence authorizing this change in work.
 - Only 1 exploratory excavation unit item was used during construction to locate tip elevation and length of existing sheet piles.

Attachments:

Attachment A: Email Quotation Haul Away Unsuitable Material, dated May 3, 2023
 Attachment B: Email Correspondence Approval of Single Waler and Cap Plate Substitution, dated March 16, 2023

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price \$ 844,383.00	Original Contract Times: Substantial Completion: 90 Ready for final payment: 6/18/2023 (days or dates)
Net Increase (Decrease) from previous Change Orders No. ___ to ___: (None) \$ 0.00	Net change from previous Change Orders No. ___ to No. ___: Substantial Completion: 0 Ready for final payment: 6/18/2023 (days)
Contract Price prior to this Change Order: \$ 844,383.00	Contract Times prior to this Change Order: Substantial Completion: 90 Ready for final payment: 6/18/2023 (days or dates)
Net increase/decrease of this Change Order: \$ 116,284.80	Net increase/decrease this Change Order: Substantial Completion: 41 Ready for final payment: 5/8/2023 (days)
Contract Price with all approved Change Orders: \$ 728,098.20	Contract Times with all approved Change Orders: Substantial Completion: 49 Ready for final payment: 5/8/2023 (days or dates)

RECOMMENDED: _____ APPROVED: _____ ACCEPTED: _____
 By: [Signature] By: [Signature] By: [Signature]
 ENGINEER (Authorized Signature) OWNER (Authorized Signature) CONTRACTOR (Authorized Signature)
 Date: 5/30/23 Date: 7/11/23 Date: 6/1/23

2023-0154
 INTRODUCED BY: **MATTHEW JEWELL, PARISH PRESIDENT**
 (DEPARTMENT OF WASTEWATER)

ORDINANCE NO. 23-7-2
 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.

WHEREAS Ordinance No. 22-5-9 adopted on May 2, 2022, by the St. Charles Parish Council, approved and authorized the execution of a Professional Services Agreement with McKim & Creed, Inc., to perform engineering services for the Luling Pond Lift Station and Upgrades Project (Project No. S211204), in the lump sum amount of \$29,565.71.

WHEREAS Ordinance No. 23-2-6 adopted on February 27, 2023, by the St. Charles Parish Council, approved and authorized the execution of an Amendment No. 1 to Ordinance No. 22-5-9 which approved the Professional Services Agreement with McKim & Creed, Inc., to perform engineering services for the Luling Pond Lift Station and Upgrades Project (Project No. S211204), in the not to exceed amount of \$470,092.00.

WHEREAS St. Charles Parish desires to construct a new lift station and pressure manifold to transfer wastewater from the Luling Pond to the adjacent wetlands; and,

WHEREAS, the new lift station will require a pile supported foundation and the discharge manifold will require a bedding foundation, and both foundation types are in need of geotechnical exploration and recommendations for installation; and,

WHEREAS, the Professional Services Agreement between St. Charles Parish and Eustis Engineering, L.L.C. 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 Eustis Engineering, L.L.C., for services as required by the Department of Wastewater, for the Luling Pond Lift Station and Upgrades (Project No. S211204), in the lump sum amount of \$47,900.00 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, DARENSBOUR GORDON, CLULEE, GIBBS, DUFRENE, BELLOCK
 NAYS: NONE
 ABSENT: FISHER, FISHER-CORMIER

And the ordinance was declared adopted this 10th day of July, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
 SECRETARY: [Signature]
 DLVD/PARISH PRESIDENT: July 11, 2023
 APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: [Signature]
 RETD/SECRETARY: July 11, 2023
 AT: 3:05pm 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 EUSTIS ENGINEERING, L.L.C., 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 **LULING POND LIFT STATION AND UPGRADES** Project No. S211204 as described in Ordinance No. 23-7-2 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:

LULING POND LIFT STATION AND UPGRADES
 Project No. S211204

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

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

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

3.0 SERVICES OF CONSULTANT

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

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

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

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

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

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

4.0 OWNERSHIP OF DOCUMENTS

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

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

5.0 SUPPLEMENTARY SERVICES

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

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

Such supplementary services may include the following:

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

6.0 DEFECTIVE WORK

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

7.0 NOTICE TO PROCEED

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

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

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

8.0 PAYMENTS

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

9.0 BUDGET LIMITATIONS

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

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

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

10.0 FUNDS

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

11.0 TERMINATION OR SUSPENSION

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

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

12.0 INSURANCE

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

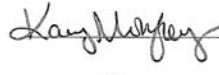
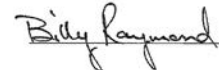
CONSULTANT further agrees to comply with federal and state laws.

17.0 OTHER

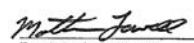
This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this Agreement. This Agreement may not be modified, supplemented or amended in any manner, except by written agreement signed by both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

7/11/23
Date:

WITNESSES:

EUSTIS ENGINEERING, L.L.C.

By: Chad L. Held, P.E.
Executive Vice President

Date:

ATTACHMENT "A" PROJECT SCOPE

LULING POND LIFT STATION AND UPGRADES
Project No. (S211204)

The Scope of Work is as follows:

Geotechnical Investigation is to be completed as required for construction of a new sewer lift station and discharge manifold at the existing Luling Pond located at 199 Texaco Road. See detailed scope below.

GEOTECHNICAL INVESTIGATION

Upon written authorization from OWNER, CONSULTANT (a Licensed Louisiana Geotechnical firm) shall complete a geotechnical investigation including the following elements:

1. (6) six undisturbed soil borings located within proximity to the project location per the table below

BORING LOCATION	NUMBER OF BORINGS	BORING DEPTH (IN FEET)	DESIGN NEED
Lift Station Sites	3	80	Pile Design, Pile Capacity, Pile Condition Analysis
Adjacent to the Existing Dichlorination Basin	1	80	Levee Stability Analysis, Bearing Capacity, and Recommended Bedding Material Type and Thickness for Installation of Pipes
Effluent Discharge Manifold	2	25	Bearing Capacity and Recommended Bedding Material Type and Thickness for Installation of Pipes and Control Valves

- The borings are to be classified and analyzed as necessary in accordance with accepted industry practices for foundation design.
- Subsurface exploration data to include soil profile, exploration logs, lab or in-situ test results, and ground water conditions.
- Engineering recommendations for design such as pile depth, bedding, levee stability, etc. and recommendations to be project specific.
- The boreholes are to be backfilled and road surfaces patched in accordance with DOTD requirements (Purple book or later).

**ATTACHMENT "B"
PROJECT SCHEDULE**

LULING POND LIFT STATION AND UPGRADES
Project No. (S211204)

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

Number of Days to Complete

Geotechnical Investigation 60

Time for Completion

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

**ATTACHMENT "C"
PROJECT COMPENSATION**

LULING POND LIFT STATION AND UPGRADES
Project No. (S211204)

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

- The total compensation for basic services as described in Attachment A is estimated to be \$47,900.00.
- The amounts billed for CONSULTANT's services under this Agreement will be based on the percent complete of the Project during the billing period.

2023-0153
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PARKS AND RECREATION)

ORDINANCE NO. 23-7-3
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.

WHEREAS, St. Charles Parish plans to improve the overall experience for our residents when they visit and utilize the East Bank Bridge Park; and,
WHEREAS, this project will be done in a phased approach, addressing drainage throughout the park; and,
WHEREAS, updating park amenities such as the work out equipment, tennis courts with LED lighting, fencing, pavilions and adding pickleball courts; and,
WHEREAS, fields one and two will be upgraded to turf infields, new dugouts, backstops, and fencing along with LED lighting; and,
WHEREAS, it is the desire of the Parish Council to approve and authorize this agreement.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:
SECTION I. That the Professional Services Agreement between St. Charles Parish and 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 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, BELLOCK
NAYS: NONE
ABSENT: FISHER, FISHER-CORMIER

And the ordinance was declared adopted this 10th day of July, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Beth Billings
SECRETARY: Michelle Dupastato
DLVD/PARISH PRESIDENT: July 11, 2023
APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell
RET/SECRETARY: July 11, 2023
AT: 3:05pm 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 **Danny J. Hebert, P.E., L.L.C. d.b.a. Civil & Environmental Consulting Engineers**, 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 **East Bank Bridge Park Improvements** Project No. RECEB123 as described in Ordinance No. 23-7-3 which is attached hereto and made a part hereof.

1.0 GENERAL TERMS

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

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

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

2.0 PROJECT

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

East Bank Bridge Park Improvements
Project No. RECEB123

2.2 The Project consists 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 other 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 the sole and exclusive entity who may exercise such rights.

5.0 SUPPLEMENTARY SERVICES

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

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

Such supplementary services may include the following:

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

6.0 DEFECTIVE WORK

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

7.0 NOTICE TO PROCEED

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

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

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

8.0 PAYMENTS

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

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

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

- 8.4 If authorized in writing by Owner, for the performance of, or for obtaining from others Additional Services which are not considered normal or customary consulting, the Owner shall pay Consultant based on monthly invoices submitted by the Consultant, within sixty (60) days of receipt of Consultant's invoice. Consultant shall provide written notice to Owner when no services or work have been performed during a given month.
- 8.5 For Additional Authorized Services provided by the Consultant such as, but not limited to, wetlands permitting, land and right-of-way acquisition, surveying, NPDES and LADEQ permit renewal or acquisition work, etc. Owner shall pay Consultant based on an agreed upon hourly rate(s) between the Owner and Consultant. Payment shall be not-to-exceed based on hourly rates and actual hours worked.
- 8.6 The following documentation shall be required for payment to Consultant and shall be attached to the monthly invoice.
 - a. A copy of the Owner's written authorization to perform the service.
 - b. Timesheets for all hours invoiced.
 - c. Invoice copies, logs or other substantiation of non-salary expenses.
- 8.7 For Additional Authorized Services that Consultant acquires from subcontractors and/or subconsultants, Owner shall pay Consultant a fixed sum previously agreed upon by Owner and Consultant, such sum to be established in each case when the scope of the work involved has been determined and before any of the Additional Services are provided. The use of subcontractors and/or subconsultants shall be subject to the provisions set forth in this Agreement. The following documentation shall be required for payment to Consultant and shall be attached to the monthly invoice:
 - a. A copy of the Owner's written consent for the subcontractor and/or subconsultant to perform the service stating the Owner's and Consultant's agreed upon fixed sum established for the service performed.
 - b. Evidence that the subcontractor and/or subconsultant is insured as required by this Agreement.
- 8.8 For Supplementary Services described in Section 5, Owner shall pay Consultant for the fee negotiated at the time the work is assigned by the method stipulated in the contract amendment.

9.0 BUDGET LIMITATIONS

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

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

If no bid is received within the budget limitation and a redesign of the project is 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 St Charles Parish shall be named as an additional insured on general liability insurance policies.
- 12.6 For all purposes under Louisiana law, the principals of this Contract shall be recognized as the statutory employer of all contract employees as provided in LSA-R.S. 23:1061.

13.0 INDEMNIFICATION

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) plea of jurisdiction based upon Consultant's residence and (b) right of removal to Federal Court based upon diversity of citizenship.

16.0 OTHER

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

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

WITNESSES:

Kay Morley
Billy Raymond

ST. CHARLES PARISH

Matthew Jewell
By: Matthew Jewell
Parish President

7/11/23
Date:

WITNESSES:

DANNY J. HEBERT, P.E., L.L.C.
D.B.A. CIVIL & ENVIRONMENTAL
CONSULTING ENGINEERS

By: Danny J. Hebert, P.E.
Owner

Date:

ATTACHMENT "A"

East Bank Bridge Park Improvements
Project No. RECEB123

Project Scope:

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

Provide Planning, Design, and Construction Administration of the Improvements at the East Bank Bridge Park of St. Charles Parish. The Scope of Work consists of Engineering Services as following:

Master Plan Phase 1:

Baseball Synthetic Turf Fields: Provide Planning, Design, and Construction Administration services for new Synthetic Turf Infields for Fields 1 & 2. Detailed scope of work includes synthetic turf infields, Bermuda grass outfields, new backstops, netting, fencing, and bleacher/overhangs with proper lighting & scoreboard packages. Lighting to be cellular controlled. Services to include:

1. Topographic Surveying of the entire park.
2. Drainage Impact Analysis of the entire park.
3. Geotechnical Investigation Services
4. Stormwater Pollution Prevention Plan/ LPDES/ MS-4 and Levee Basin/ USACE Permits
5. Construction Documents (Plans, Specifications, and Opinions of Cost)
6. Construction Administration Services:
 - a. Bidding Coordination (issuance of Bid Sets, Addenda, etc.)
 - b. Execution of Construction Contract (with selected General Contractor)
 - c. Initial Site Visit/Pre-Construction Conference followed by biweekly Site Visits based on completion of work to be observed
 - d. Processing of submittals, shop drawings, change orders, and fielding questions during Construction.
 - e. Monthly review of progress and processing of Payment Applications.
 - f. Final Punch list and Certificate of Substantial Completion at end of construction. Final payment and release of liens.
7. Resident Construction Site Representation

Master Plan Phase 2:

Update Master Plan to include replacement of the existing Tennis Courts, plus two (2) new Pickleball Courts. Provide Planning, Design, and Construction Administration services for resurfacing/replacement of the Tennis Courts and two (2) new Pickleball Courts at the East Bank Bridge Park. Services to include:

1. Construction Documents (Plans, Specifications, and Opinions of Cost)
2. Construction Administration Services:
 - a. Bidding Coordination (issuance of Bid Sets, Addenda, etc.)
 - b. Execution of Construction Contract (with selected General Contractor)
 - c. Initial Site Visit/Pre-Construction Conference followed by biweekly Site Visits based on completion of work to be observed
 - d. Processing of submittals, shop drawings, change orders, and fielding questions during Construction.
 - e. Monthly review of progress and processing of Payment Applications.
 - f. Final Punch list and Certificate of Substantial Completion at end of construction. Final payment and release of liens.
3. Resident Construction Site Representation

Master Plan Phase 3:

Update Master Plan for the East Bank Bridge Park to include Conceptual Design of the following Park Amenities (including Preliminary Opinions of Cost):

1. Add three (3) new pavilions and remove three (3) existing pavilions.
2. New lighting for the fields and general park lighting that can be cellular controlled.
3. Concrete & Sidewalk improvements throughout the park.

ATTACHMENT "B"

East Bank Bridge Park Improvements
Project No. RECEB123

Project Schedule:

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

	<u>Number of Days to Complete</u>
Phase 1 – Baseball Synthetic Turf Fields	
Topographic Surveying & Geotechnical Investigation.....	45
Drainage Impact Analysis & Preliminary Design.....	45
Permitting.....	90 (depending on Permitting Agencies' responsiveness)
Construction Documents.....	45 (after approval from OWNER and Permitting Agencies)
Phase 2 – Tennis Courts and two (2) new Pickleball Courts	
Construction Documents.....	90
Phase 3 – Park Amenities	
Master Plan/ Preliminary Documents.....	120

Note: Schedule assumes phases run consecutively.

ATTACHMENT "C"

East Bank Bridge Park Improvements
Project No. RECEB123

For all services outlined in Attachment "A" and any other services required for this project, the OWNER shall pay the CONSULTANT on the basis of their certified and itemized salary costs.

For each task and any other services required for this project, the work is to be initiated only upon receipt of a written work order from the DIRECTOR which must include the scope of work and a

minimum fee that can be charged. The maximum fee that can be charged for work on this contract shall not exceed \$293,500.00, unless increased by contract amendment approved by the St. Charles Parish Council.

Phase 1 – Baseball Synthetic Turf Fields

Topographic Surveying.....	\$12,200.00
Drainage Impact Analysis.....	\$25,000.00
Geotechnical Investigation.....	\$9,700.00
Permitting.....	\$22,000.00
Construction Documents.....	\$73,600.00
Construction Administration.....	\$18,000.00
Resident Inspection.....	\$24,400.00

Phase 2 – Tennis Courts (includes new Courts plus two (2) Pickleball Courts)

Construction Documents.....	\$40,000.00
Construction Administration.....	\$9,000.00
Resident Inspection.....	\$9,800.00

Phase 3 – Park Amenities

Master Plan/ Conceptual Documents.....	\$49,800.00
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Note: Design and Construction Documents for Amenities in Phase 3 may be added by contract amendment approved by the St. Charles Parish Council.

2023-0156
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)

ORDINANCE NO. 23-7-4
 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.

WHEREAS, St. Charles Parish desires to improve drainage conveyance south of the KCS railroad in Montz; and,
WHEREAS, the area south of the railroad is flood prone and the existing drainage canal along KCS railroad and the existing culverts under Evangeline Road need to be improved; and,
WHEREAS, the Professional Services Agreement between St. Charles Parish and Volkert, Inc., describes the details of the proposed services and compensation.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Professional Services Agreement between St. Charles Parish and Volkert, Inc., to perform engineering services as required by the Department of Public Works for the KCS Canal Drainage Improvements (Project No. P230401), in the not to exceed amount of \$260,348.00, 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, BELLOCK
 NAYS: NONE
 ABSENT: FISHER, FISHER-CORMIER

And the ordinance was declared adopted this 10th day of July, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
 SECRETARY: [Signature]
 DLVD/PARISH PRESIDENT: July 11, 2023
 APPROVED: [Signature] DISAPPROVED:
 PARISH PRESIDENT: [Signature]
 RETD/SECRETARY: July 11, 2023
 AT: 3:05 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 VOLKERT, INC., a corporation and/or limited liability company acting herein by and through its Contracting Officer, hereinafter called CONSULTANT, duly authorized by corporate resolution or certificate of authority attached hereto and made a part hereof. Whereas the Owner desires to employ a professional consulting firm to perform consulting work and services for KCS CANAL DRAINAGE IMPROVEMENTS Project No. P230401 as described in Ordinance No. 23-7-4 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:

KCS CANAL DRAINAGE IMPROVEMENTS
 Project No. P230401

2.2 The Project consists 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.

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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
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- 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.

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- 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.

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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.

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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:

Kary Morgan
Billy Raymond

ST. CHARLES PARISH

Matthew Jewell
By: Matthew Jewell
Parish President

7/11/23

Date:

WITNESSES:

VOLKERT, INC.

By: Jan Evans, P.E.
Vice President

Date:

ATTACHMENT "A"
PROJECT SCOPE

KCS CANAL DRAINAGE IMPROVEMENTS
Project No. (P230401)

The Scope of Work is as follows:

The project consists of reshaping and cleaning the existing KCS canal from the Parish line to the trestle bridge at the connection to the CC canal, potentially plugging and filling culverts that are no longer needed, and upgrading the culverts under Evangeline Road. This project is located in Montz, and the above-listed improvements will provide proper drainage conveyance to direct water to the future Montz Pump Station No.2.

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.

- 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.

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, above ground and subsurface within the project limits. The survey shall include the following elements:

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

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

Data Collection and Processing:

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

Project Control:

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

Survey Data Deliverables:

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

B. GEOTECHNICAL INVESTIGATION

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

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

C. PERMITTING

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

- 1. Wetland Delineation, submitting for a Jurisdictional Determination of any wetlands
- 2. U.S. Army Corps of Engineers (Section 404 permit)

**ATTACHMENT "B"
PROJECT SCHEDULE**

KCS CANAL DRAINAGE IMPROVEMENTS
Project No. (P230401)

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	90

Time for Completion

- 1. If, through no fault of CONSULTANT, such periods of time or dates are changed, or the orderly and continuous progress of CONSULTANT's services is impaired, or CONSULTANT's services are delayed or suspended, then the time for completion of CONSULTANT's services shall be adjusted equitably.
- 2. If OWNER authorizes changes in the scope, extent, or character of the Project or CONSULTANT's services, then the time for completion of CONSULTANT's services 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**

KCS CANAL DRAINAGE IMPROVEMENTS
Project No. (P230401)

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 \$150,000.00 based on the following estimated distribution of compensation:
 - 1. Preliminary Design Phase (30%) \$45,000.00
 - 2. Final Design Phase (40%) \$60,000.00
 - 3. Bid Phase (5%) \$7,500.00
 - 4. Construction Phase (25%) \$37,500.00
- 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 \$12,512.00
b. Geotechnical Investigation \$22,836.00
c. Permitting \$30,000.00

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 \$45,000.00, 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 90-day construction schedule.

Attachment C-1

2022 Rate Sheet

Table with 2 columns: Position, Rate. Includes Principal (\$365), Supervisor - Other (\$292), Supervisor - Engineer (\$251), Surveyor (\$178), Engineer (\$158), Inspector - Bridge (\$136), Biologist/Wetlands (\$133), Senior Technician (\$122), CADD - Operator (\$115), CADD Technician (\$108), Project Office Manager (\$104), Engineering Intern (\$98), Construction Inspector (\$85), Construction Inspector - Certified (\$100), Party -Chief (\$84), Adminstratvie (\$77), CADD Drafter (\$65), Rodman (\$51).

2023-0157

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

ORDINANCE NO. 23-7-5

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.

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, on June 19, 2023, St. Charles Parish Council will consider File No. 2023-0143 to approve and authorize 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; and,

WHEREAS, an Amendment No. 2 is necessary to add the cost for resident inspection to the contract in the not to exceed amount of \$111,500.00, increasing the total not to exceed design fee to \$349,802.00; and,

WHEREAS, the Amendment No. 2 to the Professional Services Agreement between St. Charles Parish and Picciola & Associates, Inc., describes the details of the proposed services and compensation.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Amendment No. 2 to the Professional Services Agreement between St. Charles Parish and Picciola & Associates, Inc., for the Destrehan Pump Station (P.S.) No. 2 Conveyance Improvements (Project No. P181101) to increase the design fee for resident inspection by \$111,500.00 is hereby approved and accepted.

SECTION II. That the Parish President is hereby authorized to execute Amendment No. 2 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, BELLOCK
NAYS: NONE
ABSENT: FISHER, FISHER-CORMIER

And the ordinance was declared adopted this 10th day of July, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
DLVD/PARISH PRESIDENT: July 11, 2023
APPROVED: [Signature] DISAPPROVED:
PARISH PRESIDENT: [Signature]
RET/SECRETARY: July 11, 2023
AT: 3:05 pm REC'D BY: [Signature]

AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT FOR DESTREHAN PUMP STATION (P.S.) NO. 2 CONVEYANCE IMPROVEMENTS

THIS AMENDMENT NO. 2 is made and entered into on this ___ day of ___, 2023;

BY AND BETWEEN:

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

PICCIOLA & ASSOCIATES, INC., represented herein by Joseph C. Picciola, II, P.E., duly authorized by Corporate Resolution attached hereto (hereafter sometimes referred to as "ENGINEER"):

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, on July 1, 2019, the St. Charles Parish Council adopted Ordinance No. 19-7-3 authorizing an Agreement between St. Charles Parish and 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, on July 27, 2020, the St. Charles Parish Council adopted Ordinance No. 20-7-13 authorizing an Amendment No.1 to the existing design services contract between St. Charles Parish and 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, St. Charles Parish requested Picciola & Associates, Inc. to provide a proposal for resident inspection of the construction project; and,

WHEREAS, St. Charles Parish and Picciola & Associates, Inc. have mutually agreed upon a not-to-exceed fee of \$111,500.00 to complete the work at the hourly rate as shown on the attached Exhibit A

NOW THEREFORE, be it understood and agreed by the parties hereto amend the contract as follows:

Amend Section 4.0 - Compensation to add to current not-to-exceed fees in Section A. Basic Services as follows:

Table with 4 columns: Phase of Work, Initial Contract Fee, Amend No. 1 Increase, Amend No. 2 Increase. Includes Preliminary Engineering, Final Engineering, Bidding Assistance, Construction Phase, Residential Inspection, Printing Costs, Totals, Overall Contract Total.

THUS DONE AND SIGNED in the presence of the undersigned competent witnesses, on this ___ day of ___, 2023.

Witnesses:

[Signatures of Kayla Mayes and Billy Raymond]

ST. CHARLES PARISH

By: [Signature] Matthew Jewell Parish President

Date: 7/11/23

PICCIOLA & ASSOCIATES, INC.

By: [Signature] Joseph C. Picciola, II, P.E. President

Date: [Signature]

PICCIOLA & ASSOCIATES, INC.

RATE SCHEDULE

JANUARY 1, 2023

OFFICE PERSONNEL

Table with 2 columns: Position, Rate. Includes Registered Professional Engineer - Principal (\$200.00 per hour), Registered Professional Engineer (\$150.00 per hour), Registered Land Surveyor (\$140.00 per hour), Project Engineer, EIT (\$110.00 per hour), Sr. Project Manager (\$140.00 per hour), Project Manager (\$110.00 per hour), Surveying Technician (\$90.00 per hour), Inspectors (\$95.00 per hour), CADD Lead Technician (\$90.00 per hour), CADD Technician (\$80.00 per hour), Stenographer (\$60.00 per hour).

FIELD PERSONNEL

Table with 2 columns: Position, Rate. Includes 2 Man Survey Party (Party Chief, Instrument Man, plus standard equipment) (\$150.00 per hour), 3 Man Survey Party (Party Chief, Instrument Man, Rodman, plus standard equipment) (\$170.00 per hour), Party Chief Plus Standard Equipment & Truck (\$120.00 per hour), Construction Inspector & Truck (\$100.00 per hour).

EQUIPMENT NOT INCLUDED IN STANDARD EQUIPMENT

Table with 2 columns: Equipment, Rate. Includes Automobiles (\$15.00 per hour), Survey Party Vehicles (\$15.00 per hour), Computer and Plotter (\$25.00 per hour), Quadcopter Drone (Aerial Photography) (\$120.00 per hour), Fathometer (\$120.00 per day), GPS (Trimble G8) (\$80.00 per hour), Total Station (\$60.00 per hour), Robotic Total Station (\$60.00 per hour), Radio Transmitter and Receiver Units, Each (\$20.00 per day), Chainsaw w/Fuel (\$120.00 per day), Metal Detector (\$50.00 per day), Pirogue (\$50.00 per day), 14' Aluminum Skiff (\$90.00 per day), 15 to 25 H.P. Outboard Motor w/Fuel (\$120.00 per day).

17' to 20' Boat, Motor and Fuel	\$ 500.00 per day
Tractor	\$ 300.00 per day
Bush Hog	\$ 125.00 per day
All Terrain Vehicle	\$ 150.00 per day

Note: Additional equipment such as marsh buggies, helicopters, air boats, etc. will be charged at cost plus 10%.

SURVEY SUPPLIES

1x2 Hub	\$ 1.50 each
1x1x4' Wooden Stake	\$ 2.00 each
1x1x8' Wooden Stake	\$ 3.00 each
2x2x16' Wooden Stake	\$ 5.00 each
Cane Poles	\$ 10.00 each
Flagging	\$ 3.50 each
1/2" Iron Rod	\$ 5.00 each
3/4" G.I.P.	\$ 6.50 each

Note: Additional material will be charged at cost plus 10%.

REPRODUCTION

Prints:

8 1/2"x11 Black Line Charge	\$ 2.00 each
8 1/2"x11 Color Line Charge	\$ 4.00 each
11x17 Black Line Charge	\$ 8.00 each
11x17 Color Line Charge	\$ 12.00 each
22x34 Black Line Charge	\$ 15.00 each
22x34 Color Line Charge	\$ 25.00 each
24x36 Black Line Charge	\$ 15.00 each
24x36 Color Line Charge	\$ 25.00 each
Photo Copies	\$ 2.50 each
Original Drawings	\$ 50.00 each

Note: All outside reproduction services will be charged at cost plus 10%.

ADDITIONAL

- Charges will commence at departure and will terminate at return to office in Cut Off, Louisiana.
- Overtime may be charged for weekend and legal holidays.
- When operating from a base other than our Cut Off office, per diem will be charged at a rate of \$40.00 per calendar day per man subsistence plus lodging expenses.
- Special services furnished by others shall be charged at the actual cost plus coordination fees based on the applicable hourly rate.

2023-0158

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

ORDINANCE NO. 23-7-6

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.

WHEREAS, St. Charles Parish desires to investigate the depth, size, type and any other pertinent properties of existing pipelines that are currently located beneath the Engineers and Good Hope Canals in Norco; and,

WHEREAS, there are 19 pipelines in the area that need to be investigated via use of Subsurface Utility Engineering (SUE) and topographic survey; and,

WHEREAS, data gathered on the pipelines will aid the Parish in determining the most efficient way to increase storm water flow to Bayou Trepagnier drainage pump station; and,

WHEREAS, the Professional Services Agreement between St. Charles Parish and Shread-Kuyrkendall & Associates, Inc. describes the details of the proposed services and compensation.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Professional Services Agreement between St. Charles Parish and Shread-Kuyrkendall & Associates, Inc., to perform engineering services as required by the Department of Public Works for the Engineers and Good Hope Canals Pipeline Investigation (Project No. P230402), in the lump sum amount of \$112,315.00, 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, BELLOCK
NAYS: NONE
ABSENT: FISHER, FISHER-CORMIER

And the ordinance was declared adopted this 10th day of July, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bryce Billings
SECRETARY: Michelle Dupont
DLVD/PARISH PRESIDENT: July 11, 2023
APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell
RET'D/SECRETARY: July 11, 2023
AT: 3:05pm 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 SHREAD-KUYRKENDALL & ASSOCIATES, INC., a corporation and/or limited liability company acting herein by and through its Contracting Officer, hereinafter called CONSULTANT, duly authorized by corporate resolution or certificate of authority attached hereto and made a part hereof. Whereas the Owner desires to employ a professional consulting firm to perform consulting work and services for ENGINEERS AND GOOD HOPE CANALS PIPELINE LOCATION INVESTIGATION Project No. P230402 as described in Ordinance No. 23-7-6 which is attached hereto and made a part hereof.

1.0 GENERAL TERMS

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

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

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

2.0 PROJECT

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

ENGINEERS AND GOOD HOPE CANALS PIPELINE LOCATION INVESTIGATION
Project No. P230402

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

3.0 SERVICES OF CONSULTANT

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

4.0 OWNERSHIP OF DOCUMENTS

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

5.0 SUPPLEMENTARY SERVICES

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

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

Such supplementary services may include the following:

- Soil investigations
- Laboratory inspection of materials and equipment
- Right-of-Way, easement and property acquisition surveys, plats, maps and documents
- Any major revisions for which the Consultant is not responsible, that are authorized by the Owner after the completion and approval of either the preliminary or final plans and specifications
- Services concerning replacement of any work damaged by fire or other causes during construction
- Services made necessary by the default of the contractor in the performance of the construction contract
- Services as an expert witness in connection with court proceedings
- Traffic consulting if necessary
- Topographic Survey
- Preparation of Environmental Assessment documents and/or Environmental Permits
- 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

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

Lucy Menges
Billy Raymond

ST. CHARLES PARISH

Matthew Jewell

By: Matthew Jewell
Parish President

7/11/23

Date:

WITNESSES:

SHREAD-KUYRKENDALL &
ASSOCIATES, INC.

By: Richard R. Shread, P.E., P.L.S.
Principal In Charge

Date:

ATTACHMENT "A" PROJECT SCOPE

ENGINEERS AND GOOD HOPE CANALS PIPELINE LOCATION INVESTIGATION
Project No. (P230402)

The Scope of Work is as follows:

The project involves investigating the depth, size, type and other pertinent properties of 19 existing pipelines that are currently located beneath the Engineers and Good Hope Canals in Norco.

BASIC SERVICES

A. SUBSURFACE UTILITY ENGINEERING (SUE) PHASE

Upon written authorization from OWNER, CONSULTANT shall complete the SUE work as detailed below.

- a. Quality Level D Services
 1. Locate and contact utility owners that may have facilities on or be affected by the project.
 2. Request documentation on utility facilities from applicable utility owners and document responses.
 3. Gathered information will be used as an aid in the identification of the number of utilities, identity, size, and material composition of utilities, but they will not be used as a substitute for actual geophysical location.
 4. Copies of all documentation provided to OWNER upon request.
- b. Quality Level C Services (Inclusive of Level D Services)
 1. Identify existing utility surface features collected within the topographic survey and review for accuracy and completeness.
 2. Correlate the applicable utility records to the surveyed features and determine when records and features do not agree and use professional judgement to resolve any discrepancies.
- c. Quality Level B Services (Inclusive of Level C Services)
 1. Designate and mark underground pipelines within the project limits using an appropriate suite of geophysical equipment.
 2. Mark underground pipelines at a maximum of 50-foot intervals and at all changes in direction.
 3. Facilities where an inductive tone may not be achieved, may be able to be located using ground penetrating radar (GPR) or an acoustic locator and will be marked as Quality Level B in these areas. When these methods are not effective, these facilities will be marked as Quality Level D or Quality Level C depending on the available information.
 4. Subaqueous crossings greater than 50 feet may be designated as Quality Level D or Quality Level C depending on the available information.
 5. Use of standard search protocol, using electromagnetic and GPR technologies to conduct sweeps within the project area in an attempt to determine the existence and approximate location of undocumented, abandoned, inactive, or otherwise unknown utilities.
 6. Label each utility run as noted on the field sketch and use for assisting the surveyor and for quality control purposes.
 7. Provide approximate electronic depth readings for each utility found, when available.
 8. Investigation/designation of all other utilities will not be included.
 9. Deliverables:
 - 1) One copy of the signed and sealed SUE plan set in hard copy/PDF format, depicting the location and description of all designated and surveyed utility information. This hard copy/PDF will be on 11" x 17" paper and have a base map provided by the OWNER or aerial background, utilities the OWNER's required sheet layout if provided.
 - 2) Provide a corresponding electronic file representing the SUE plan set in the preferred format of the OWNER (AutoCAD, Microstation, etc.). The signed hard copy/PDF SUE plan set shall stand as the official record of the CONSULTANT's work for this project.
- d. Quality Level A Services (Inclusive of Level B Services)
 1. Determine the exact location and elevation of critical utilities which may conflict with the proposed construction or design as determined by the OWNER.
 2. Perform up to thirty-four (34) Test Holes on pipelines crossing each canal, as requested by the OWNER. Each test hole will be performed at the closest accessible location to the drainage canals. Due to the unexpected depth of the pipeline test holes, the production rate per day is anticipated to be no more than 2 test holes per day. Vacuum Excavation will be performed utilizing non-destructive air-and/or water-assisted excavation equipment to expose the utilities at specific points which are then tied down by survey.
 3. Excavation of Test Holes:
 - 1) Clear the Test Hole area of surface debris.
 - 2) Excavate the Test Hole. The nominal diameter of the Test Hole shall not exceed 15 inches (375 millimeters) unless otherwise approved.
 - 3) Expose the utility only to the extent required for identification and data collection purposes.
 - 4) Avoid damage to lines, wrappings, coatings, cathodic protection or other protective coverings and features.
 - 5) Hand-dig as needed to supplement excavation and to ensure safety.
 - 6) Revise the Test Hole location as necessary to positively expose the utility.
 - 7) Store excavated material for re-use or disposal at an approved location near the project, as appropriate.
 4. Collection, Recording, and Presentation of Data: Measure and or/record the following information on an appropriately formatted Test Hole data sheet that will subsequently be sealed and dated by the CONSULTANT.

- 1) Difference in elevation of top and/or bottom of the utility and the above ground mark to a vertical accuracy of +/- 0.05 feet (15 millimeters).
 - 2) Field sketch showing horizontal location referenced to a minimum of two (2) swing ties to physical structures existing in the field.
 - 3) Approximate centerline bearing of utility line.
 - 4) Outside diameter of pipe, width of duct banks, and configuration of multi-conduit systems, when reasonably ascertainable.
 - 5) Utility structure material composition, when reasonably ascertainable.
 - 6) Other pertinent information as is reasonable ascertainable from test hole, such as utility owner.
5. Site Restoration:
- 1) Replace bedding material around exposed utility lines.
 - 2) Backfill and compact the excavation in a manner acceptable to OWNER. Re-use excavated material with appropriate compaction.
 - 3) As applicable, provide permanent pavement restoration within the limits of the original cut using materials, compaction, and pavement thickness similar or equal to that found.
 - 4) For excavations in unpaved areas, restore disturbed area as nearly as practicable to pre-existing conditions.
 - 5) Furnish and install permanent surface marker (e.g., P.K. nail, peg, steel pin or hub) directly above the centerline of the utility.
6. Information gathered by the CONSULTANT will be shown on a Test Hole data sheet and on the drawings provided. The x, y, z of the Test Hole location and the Test Hole number will be shown on the drawings. If the utilities are over 10 feet deep, they may not be found using the non-destructive vacuum excavation techniques for Test Holes.
7. Deliverables:
- 1) All Test Holes will be shown on the deliverable drawing, and CONSULTANT will provide signed and sealed individual test hole data forms detailing all pertinent utility information for all test holes completed.

B. SURVEY

A Licensed Professional Surveyor shall complete the survey work as outlined below. The survey's purpose is to locate all existing features both manmade and natural, 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

**ATTACHMENT "B"
PROJECT SCHEDULE**

ENGINEERS AND GOOD HOPE CANALS PIPELINE LOCATION INVESTIGATION
Project No. (P230402)

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

	Number of Days to Complete
Subsurface Utility Engineering	90
Topographic Survey	45
Final Deliverables	30

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

**ATTACHMENT "C"
PROJECT COMPENSATION**

ENGINEERS AND GOOD HOPE CANALS PIPELINE LOCATION INVESTIGATION
Project No. (P230402)

OWNER shall pay CONSULTANT on a Lump Sum 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 \$112,315.00 based on the following estimated distribution of compensation:
 1. Subsurface Utility Engineering (SUE) Quality Level A-17 Days \$54,400.00
 2. SUE Quality Level B-5 Days \$13,000.00
 3. Shread-Kuyrkendall & Associates, Inc. (SKA) SUE Administration, Survey and Deliverable Work \$44,915.00
- 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, plus CONSULTANT's SUBCONSULTANT's charges.

2023-0159

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

ORDINANCE NO. 23-7-7

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.

WHEREAS, St. Charles Parish desires to survey Texaco Road from Lakewood Pump Station (northern limit) to Cousins Pump Station (southern limit); and,

WHEREAS, the survey will encompass cross sections of the road and Cousins Canal as well as the box culvert underneath Texaco Road approximately 400 feet north of Cousins Pump Station; and,

WHEREAS, the survey will provide preliminary information for design of the road cross section and strengthening of the canal bank; and,

WHEREAS, the Professional Services Agreement between St. Charles Parish and Bryant Hammett & Associates, 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 Bryant Hammett & Associates, LLC, to perform surveying services as required by the Department of Public Works for the Texaco Road Survey (Project No. P230601), in the lump sum amount of \$41,640.00, 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, BELLOCK
NAYS: NONE
ABSENT: FISHER, FISHER-CORMIER

And the ordinance was declared adopted this 10th day of July, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
DLVD/PARISH PRESIDENT: July 11, 2023
APPROVED: _____ DISAPPROVED: _____
PARISH PRESIDENT: [Signature]
RETD/SECRETARY: July 11, 2023
AT: 3:05pm 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 BRYANT HAMMETT & ASSOCIATES, 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 **TEXACO ROAD SURVEY** Project No. P230601 as described in Ordinance No. 23-7-7 which is attached hereto and made a part hereof.

1.0 GENERAL TERMS

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

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

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

2.0 PROJECT

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

TEXACO ROAD SURVEY
Project No. P230601

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

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

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

3.0 SERVICES OF CONSULTANT

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

- 3.2 Services provided by the Consultant shall be performed in accordance with generally accepted professional consulting practice at the time and the place where the services are rendered.
- 3.3 Consultant shall obtain from Owner authorization to proceed in writing for each phase of the Project.
- 3.4 Consultant shall provide minutes of all meetings with St. Charles Parish regarding any phase of the Project.
- 3.5 Consultant shall provide work and services to complete the project, including all necessary services described herein or usually implied as a prerequisite for the performance of the services whether or not specifically mentioned in this agreement, including attendance by the Consultant at project conferences and public hearings.
- 3.6 The Phases of the Project are as defined in Attachment "A".

4.0 OWNERSHIP OF DOCUMENTS

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

5.0 SUPPLEMENTARY SERVICES

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

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

Such supplementary services may include the following:

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

6.0 DEFECTIVE WORK

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

7.0 NOTICE TO PROCEED

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

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

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

8.0 PAYMENTS

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

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

9.0 BUDGET LIMITATIONS

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

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

10.0 FUNDS

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

11.0 TERMINATION OR SUSPENSION

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

12.0 INSURANCE

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

Kay Morley
Billy Raymond

ST. CHARLES PARISH

Matthew Jewell
By: Matthew Jewell
Parish President

7-11-23

Date:

WITNESSES:

BRYANT HAMMETT & ASSOCIATES, LLC

By: Bryant O. Hammett, Jr., P.E., P.L.S.
Owner/Manager

Date:

**ATTACHMENT "A"
PROJECT SCOPE**

TEXACO ROAD SURVEY
Project No. (P230601)

The Scope of Work is as follows:

Prepare a topographic survey of Texaco Road and Cousins Canal from Lakewood Pump Station (northern limit) to Cousins Pump Station (southern limit), approximately 5,800 feet. The survey should also include the box culvert underneath Texaco Road that enters Cousins Canal from the east approximately 400 feet north of Cousins Pump Station. The limits of the survey will extend from 30 feet east of Texaco Road, across Cousins Canal, to approximately 10 feet west of the top bank (where accessible).

SURVEY

Work shall be done by a Licensed Professional Surveyor. The survey's purpose is to locate all existing features both manmade and natural, above ground and subsurface within the project limits. The survey shall include the following elements:

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

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

Data Collection and Processing:

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

Project Control:

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

Survey Data Deliverables:

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

**ATTACHMENT "B"
PROJECT SCHEDULE**

TEXACO ROAD SURVEY
Project No. (P230601)

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

Survey Phase	Number of Days to Complete
Survey Phase	90

Time for Completion

1. If, through no fault of CONSULTANT, such periods of time or dates are changed, or the orderly and continuous progress of CONSULTANT's services is impaired, or CONSULTANT's services are delayed or suspended, then the time for completion of CONSULTANT's services shall be adjusted equitably.
2. If OWNER authorizes changes in the scope, extent, or character of the Project or CONSULTANT's services, then the time for completion of CONSULTANT's services 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**

TEXACO ROAD SURVEY
Project No. (P230601)

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

- a. The total compensation for Survey services is to be \$41,640.00.
- a. 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.
- b. The amounts billed by CONSULTANT constitute full and complete compensation for CONSULTANT's services, including labor costs, overhead, and profit.

2023-0160

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

ORDINANCE NO. 23-7-8

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 No. P230602), in the not to exceed amount of \$48,656.25.

WHEREAS, St. Charles Parish desires to permit the revised drainage patterns in the Montz watershed, as previously completed under the East Bank Master Drainage Plan with Principal Engineering, Inc.; and,

WHEREAS, Principal Engineering, Inc. has been tasked with assisting with the Coastal Use Permit (CUP) process which involves completing permit drawings and communicating with the Louisiana Coastal Protection and Restoration Authority (CPRA) as necessary; and,

WHEREAS, upon approval of the initial design by the permitting agency, Principal Engineering, Inc. has been tasked with developing a full design with construction plans to be bid under the Montz Pump Station No. 2 project; and,

WHEREAS, the Professional Services Agreement between St. Charles Parish and Principal Engineering, Inc., describes the details of the proposed services and compensation.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Professional Services Agreement between St. Charles Parish and Principal Engineering, Inc., to perform engineering services as required by the Department of Public Works, for the US 61 Canal Improvements (Project No. P230602), in the not to exceed amount of \$48,656.25, 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, BELLOCK
NAYS: NONE
ABSENT: FISHER, FISHER-CORMIER

And the ordinance was declared adopted this 10th day of July, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: *Bob Billings*
SECRETARY: *Michelle Dupont*
DLVD/PARISH PRESIDENT: July 11, 2023
APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: *Matthew Jewell*
RET'D/SECRETARY: July 11, 2023
AT: 3:05 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 PRINCIPAL ENGINEERING, INC., a corporation and/or limited liability company acting herein by and through its Contracting Officer, hereinafter called CONSULTANT, duly authorized by corporate resolution or certificate of authority attached hereto and made a part hereof. Whereas the Owner desires to employ a professional consulting firm to perform consulting work and services for US 61 CANAL IMPROVEMENTS Project No. P230602 as described in Ordinance No. 23-7-8 which is attached hereto and made a part hereof.

1.0 GENERAL TERMS

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

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

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

2.0 PROJECT

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

US 61 CANAL IMPROVEMENTS
Project No. P230602

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

3.0 SERVICES OF CONSULTANT

- 3.1 Consultant shall provide Owner professional work and services in all phases of the Project to which this Agreement applies and as hereinafter provided to properly plan and execute the work on the project(s) assigned to the Consultant. These services may include but may not be limited to serving as Owner's professional consulting representative for the Project, providing professional consultation and advice, and furnishing customary civil, surveying, geotechnical, structural, mechanical, electrical, instrumentation and control consulting services and construction consulting and inspection.
- 3.2 Services provided by the Consultant shall be performed in accordance with generally accepted professional consulting practice at the time and the place where the services are rendered.
- 3.3 Consultant shall obtain from Owner authorization to proceed in writing for each phase of the Project.

- 3.4 Consultant shall provide minutes of all meetings with St. Charles Parish regarding any phase of the Project.
- 3.5 Consultant shall provide work and services to complete the project, including all necessary services described herein or usually implied as a prerequisite for the performance of the services whether or not specifically mentioned in this agreement, including attendance by the Consultant at project conferences and public hearings.
- 3.6 The Phases of the Project are as defined in Attachment "A".

4.0 OWNERSHIP OF DOCUMENTS

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

5.0 SUPPLEMENTARY SERVICES

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

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

Such supplementary services may include the following:

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

6.0 DEFECTIVE WORK

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

7.0 NOTICE TO PROCEED

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

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

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

8.0 PAYMENTS

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

9.0 BUDGET LIMITATIONS

The construction budget for this Project shall be determined by the Owner. and the

Consultant shall be advised of the budget limitation in writing by the Owner and the Consultant shall indicate his acceptance of same in writing to the Owner. Any subsequent budget revisions shall be confirmed in writing.

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

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

10.0 FUNDS

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

11.0 TERMINATION OR SUSPENSION

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

12.0 INSURANCE

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

13.0 INDEMNIFICATION

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

14.0 WARRANTY

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

15.0 EXCLUSIVE JURISDICTION AND VENUE

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

16.0 COMPLIANCE WITH FEDERAL AND STATE LAWS

CONSULTANT further agrees to comply with 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:

Karen Monfey
Billy Raymond

ST. CHARLES PARISH

Matthew Jewell
By: Matthew Jewell
Parish President

7-11-23
Date:

WITNESSES: PRINCIPAL ENGINEERING, INC.

By: Henry I. DiFranco, Jr., P.E.
President

Date:

**ATTACHMENT "A"
PROJECT SCOPE**

US 61 CANAL IMPROVEMENTS
Project No. (P230602)

The Scope of Work is as follows:

- Complete permit drawings to reflect the revised Montz drainage patterns as completed under the East Bank Master Drainage Plan Amendment No. 2 scope of work
- Assist with the Coastal Use Permit (CUP) process by communicating with involving agencies such as the Louisiana Coastal Protection and Restoration Authority (CPRA)
- Make changes or corrections as necessary to address any comments made from the permitting agencies
- Upon approval of the initial design by the permitting agencies, develop a full design with construction plans to be bid under the Montz Pump Station No. 2 project
- Construction plans shall be consistent with St. Charles Parish requirements

**ATTACHMENT "B"
PROJECT SCHEDULE**

US 61 CANAL IMPROVEMENTS
Project No. (P230602)

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

	Number of Days to Complete
Permit Drawings & Application Assistance	90
Design and Drawings	90

Time for Completion

1. If, through no fault of CONSULTANT, such periods of time or dates are changed, or the orderly and continuous progress of CONSULTANT's services is impaired, or CONSULTANT's services are delayed or suspended, then the time for completion of CONSULTANT's services shall be adjusted equitably.
2. If OWNER authorizes changes in the scope, extent, or character of the Project or CONSULTANT's services, then the time for completion of CONSULTANT's services 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**

US 61 CANAL IMPROVEMENTS
Project No. (P230602)

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 \$48,656.25 based on the following estimated distribution of compensation:
 1. Permit Drawings and Application Assistance \$23,760.00
 2. Design and Drawings \$24,896.25
- b. 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.
- c. 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.
- d. CONSULTANT's Standard Hourly Rates are attached to this Agreement as Attachment C-1.

Attachment C-1

PRINCIPAL Engineering, Inc.

HOURLY RATES

BILLABLE RATES PER CLASSIFICATION

CLASSIFICATION	BILLABLE RATE
Principal Engineer (Licensed PE)	\$200.00
Engineer IV (Senior - Licensed PE)	\$185.00
Engineer III (Mid - Licensed PE)	\$160.00
Engineer II (Junior - Licensed PE)	\$140.00
Engineer I (Graduate BS/MS Engineer or EI)	\$115.00
Senior Architect (Licensed Architect)	\$155.00
Project Architect (Licensed Architect)	\$140.00
Senior Engineering Tech (AS or Equiv.)	\$115.00
CAD Technician III	\$95.00
CAD Technician II	\$80.00
CAD Technician I	\$65.00
Resident Inspector	\$70.00
Office/Business Manager	\$80.00
Clerical/Administrative	\$55.00
Direct Expenses	Exact Amount
Mileage	\$0.55/mile

2023-0161

INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PARKS AND RECREATION)

ORDINANCE NO. 23-7-9

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. W BSP2112) and additional parking located at the Edward Dufresne Community Center in the lump sum amount of \$2,200,000.00.

WHEREAS, Ordinance No. 21-12-7 adopted on December 20, 2021, by the St. Charles Parish Council, approved and authorized the execution of a Professional Services Agreement with Murray Architects Inc, to perform all necessary professional Architectural services for a West Bank Splash Park and additional parking located at the Edward A. Dufresne Community Center; and,

WHEREAS, St. Charles Parish plans to improve the overall experience for our residents when they visit and utilize the Edward A. Dufresne Community Center; and,

WHEREAS, this project will consist of additional parking as well as a Spray Park for the children of our parish to enjoy; and,

WHEREAS, amenities such as a permanent restroom and pavilions along with the beginnings of what will later become a walking path around the property will enhance the overall guest experience; and,

WHEREAS, it is the desire of the Parish Council to approve and authorize this contract.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the bid of TEH Enterprise, LLC, for construction services for the St. Charles Parish West Bank Spray Park (Project No. W BSP2112) is hereby approved and accepted in the amount of \$2,200,000.00.

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

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

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

YEAS: BILLINGS, FONSECA, DARENSBOURG GORDON, CLULEE, GIBBS, DUFRENE, BELLOCK

NAYS: NONE

ABSENT: FISHER, FISHER-CORMIER

And the ordinance was declared adopted this 10th day of July, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Boyd Billings

SECRETARY: Michelle Dupont

DLVD/PARISH PRESIDENT: July 11, 2023

APPROVED: [Signature] DISAPPROVED:

PARISH PRESIDENT: Matthew Jewell

RETD/SECRETARY: July 11, 2023

AT: 3:05pm RECD BY: [Signature]

SECTION 00500

CONTRACT

This agreement entered into this 11th day of July, 2023, by TEH Enterprise, LLC, hereinafter called the "Contractor", whose business address is 757 Central Avenue, Jefferson, LA 70121, and the St. Charles Parish, hereinafter called the "Owner".

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

ARTICLE 1

STATEMENT OF WORK

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

Project Name: St. Charles Parish West Bank Spray Park
Project Number: W BSP2112

1.02 The abovementioned work shall be completed in strict accordance with Contract Documents prepared by: Murray Architects, Inc.

1.03 It is recognized by the parties herein that said Contract Documents including by way of example and not of limitation, the Drawings and Specifications dated March 7, 2023, Addenda number(s) One (1), the Instruction to Bidders, Supplemental Instructions to Bidders, Louisiana Uniform Public Works Bid Form, General Conditions, Supplementary Conditions (if applicable), any Addenda thereto, impose duties and obligations upon the parties herein, and said parties 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: West Bank Spray Park and Parking

ARTICLE 2

ARCHITECT

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

ARTICLE 3

CONTRACT TIME

3.01 The Contractor shall complete the Work under the Contract within 210 calendar days from the date stated in the Notice to Proceed.

ARTICLE 4

LIQUIDATED DAMAGES

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

ARTICLE 5

CONTRACT PRICE

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

- a) (\$2,200,000.00) Two Million Two Hundred Thousand Dollars and Zero Cents based on unit prices specified within this contract document. Contract price is firm and subject only to modification by written Change Order agreed to and signed by both parties and the Architect and approved by the St. Charles Parish Council.

ARTICLE 6

PAYMENT PROCEDURES

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

6.02 Progress Payments. Progress payments will be based upon estimated quantities of contract unit price items or upon estimated percentages of completion of the schedule of

lump sum values of labor and materials incorporated into the Work or suitably stored, on the last day of each month or other mutually agreed regular monthly date ending the progress payment period, less retainage.

- 6.03 Application for Payment Form. The form of the Application for Payment must be suitable to the Owner. The Owner reserves the right to withhold payment until the form of Application for Payment is deemed acceptable by the Owner.
6.04 Retainage. Per Paragraph 15.01.D retainage shall be withheld and payments will be made by the Owner in the payment amount of:
a) Ninety percent (90%) of the approved payment applications for projects with contract of less than \$500,000.00; or
b) Ninety-five percent (95%) of the approved payment applications for projects with contract prices of \$500,000.01 or greater.
6.05 The normal retainage shall not be due the Contractor until after Substantial Completion and expiration of the forty-five (45) day lien period and submission to the Architect of a clear lien certificate and invoice for retainage.
6.06 Final Payment. Upon the final completion of all Work, the Contractor may request a final inspection and may make a final Application for Payment as provided by Paragraph 15.06 of the General Conditions.
6.07 Final Acceptance. When Final Acceptance is granted by the Owner, the Owner shall file the certificate with the Recorder of Mortgages for St. Charles Parish.
6.08 At the expiration of the lien period the Contractor shall obtain a certificate from the Recorder of Mortgages of the Parish of St. Charles that the Contract is clear of any liens or privileges, and said certificate shall be presented to the Owner for final payment and release of retainage, less any such sums as may be lawfully withheld under the Contract.
6.09 Claims. Pursuant to La. R.S. 38:2242, when the Owner receives any claim of nonpayment arising out of the Contract, the Owner shall deduct such claim from the Contract Sum. The Contractor, or any interested party, may deposit security, in accordance with La. R.S. 38:2242.2, guaranteeing payment of the claim with the Recorder of Mortgages for St. Charles Parish. When the Owner receives original proof of such guarantee from the Recorder of Mortgages, the claim deduction will be added back to the Contract Sum.

ARTICLE 7

CONTRACTOR'S REPRESENTATIONS

- 7.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
7.02 Contractor has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or finishing of the Work.
7.03 Contractor has studied carefully all reports of explorations and tests of subsurface physical conditions and drawings of physical conditions which are identified in the Information Available To Bidders and as provided in the General Conditions.
7.04 Contractor has obtained and carefully studied (or assumed responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Paragraph 2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or which otherwise may affect the cost, progress, performance or 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 (1) to One (1) inclusive)
h) Contract documents bearing the general title "St. Charles Parish West Bank Spray Park," dated March 7, 2023.
i) Drawings, consisting of a cover sheet dated March 7, 2023 and the sheets listed on Drawing St. Charles Parish West Bank Spray Park; each sheet bearing the following general title:
j) General Conditions (Section 00700)
k) Supplementary Conditions (if applicable for compliance purposes) (Section 0800)

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

ARTICLE 9

MISCELLANEOUS

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

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

OWNER: Parish of St. Charles
By: Matthew Jewell
Title: Parish President

CONTRACTOR:
By: Todd Heidingsfelder
Title: President

ATTEST:
By: Billy Raymond
Title: Deputy CAO

ATTEST:
By: Jessica M. Miller
Title: Administrative Assistant

2023-0162

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

ORDINANCE NO. 23-7-10

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.

WHEREAS, Ordinance No. 22-6-9, adopted on June 20, 2022, by the St. Charles Parish Council approved and authorized the execution of a Professional Services Agreement with and Volkert, Inc., to perform planning services for Engineers Canal Pump Station Improvements (Project No. P220206), in the lump sum amount of \$57,266.00; and, the initial contract only covered Conceptual Design and Preliminary Surveying fees; and,

WHEREAS, an Amendment No. 1 is necessary to add the fee for design services, consisting of Preliminary Design, Final Design, Bidding Assistance, Construction Administration, and any additional Surveying, Geotechnical and Utility Coordination work necessary to support the design services; and,

WHEREAS, St. Charles Parish and Volkert, Inc., have mutually agreed upon a not to exceed fee of \$716,508.00 to complete the additional work, increasing the total not to exceed fee to \$773,774.00; and,

WHEREAS, the Amendment No. 1 to the Professional Services Agreement between St. Charles Parish and Volkert, Inc., describes the details of the proposed services and compensation.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Amendment No. 1, to the Professional Services Agreement between St. Charles Parish and 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 is hereby approved and accepted.

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

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

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

And the ordinance was declared adopted this 10th day of July, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Billings
SECRETARY: Michelle Dupont
DLVD/PARISH PRESIDENT: July 11, 2023
APPROVED: DISAPPROVED:

PARISH PRESIDENT: Matt Jewell
RET/SECRETARY: July 11, 2023
AT: 3:05pm RECD BY:

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERS CANAL PUMP STATION IMPROVEMENTS

THIS AMENDMENT NO. 1 is made and entered into on this ___ day of ___, 2023;

BY AND BETWEEN:

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

VOLKERT, INC., represented herein by Jan Evans, P.E., duly authorized by Corporate Resolution attached hereto (hereafter sometimes referred to as "ENGINEER"):

WHEREAS, on June 20, 2022, the St. Charles Parish Council adopted Ordinance No. 22-6-9 authorizing an Agreement between St. Charles Parish and Volkert, Inc. to perform professional design services for Engineers Canal Pump Station Improvements (P220206), in the lump sum amount of \$57,266.00; and,

WHEREAS, the initial contract only covered Conceptual Design and Preliminary Surveying fees; and,

WHEREAS, St. Charles Parish requested Volkert, Inc. to provide a proposal for design services of the project, consisting of Preliminary Design, Final Design, Bidding Assistance, Construction Administration, and any additional Surveying, Geotechnical and Utility Coordination work necessary to support the design services; and,

WHEREAS, St. Charles Parish and Volkert, Inc. have mutually agreed upon a not-to-exceed fee of \$716,508.00 to complete the additional work, which increases the total not to exceed design fee to \$773,774.00.

NOW THEREFORE, be it understood and agreed by the parties hereto amend the contract as follows:

ATTACHMENT "A" PROJECT SCOPE - AMENDMENT NO. 1
Add the verbiage attached to the original Attachment "A".

ATTACHMENT "B" PROJECT SCHEDULE - AMENDMENT NO. 1
Delete the existing attachment and replace with the attached.

ATTACHMENT "C" PROJECT COMPENSATION - AMENDMENT NO. 1
Delete the existing attachment and replace with the attached.

THUS DONE AND SIGNED in the presence of the undersigned competent witnesses, on this ___ day of ___, 2023.

Witnesses:
ST. CHARLES PARISH
By: Matthew Jewell
Matthew Jewell
Parish President
Date: 7/11/23
Billy Raymond

VOLKERT, INC.
By: Jan Evans, P.E.
Vice President
Date:

ATTACHMENT "A" PROJECT SCOPE - AMENDMENT NO. 1 ENGINEERS CANAL PUMP STATION IMPROVEMENTS Project No. (P220206)

PART 2 - ADDITIONAL SERVICES CONTINUED

E. SUBSURFACE UTILITY ENGINEERING (SUE)

Upon written authorization from OWNER, CONSULTANT shall complete the SUE work as detailed below.

- a. Quality Level D Services
1. Locate and contact utility owners that may have facilities on or be affected by the project.
2. Request documentation on utility facilities from applicable utility owners and document responses.

3. Gathered information will be used as an aid in the identification of the number of utilities, identity, size, and material composition of utilities, but they will not be used as a substitute for actual geophysical location.
 4. Copies of all documentation provided to OWNER upon request.
- b. Quality Level C Services (Inclusive of Level D Services)
1. Identify existing utility surface features collected within the topographic survey and review for accuracy and completeness.
 2. Correlate the applicable utility records to the surveyed features and determine when records and features do not agree and use professional judgement to resolve any discrepancies.
- c. Quality Level B Services (Inclusive of Level C Services)
1. Designate and mark underground pipelines within the project limits using an appropriate suite of geophysical equipment.
 2. Mark underground pipelines at a maximum of 50-foot intervals and at all changes in direction.
 3. Facilities where an inductive tone may not be achieved, may be able to be located using ground penetrating radar (GPR) or an acoustic locator and will be marked as Quality Level B in these areas. When these methods are not effective, these facilities will be marked as Quality Level D or Quality Level C depending on the available information.
 4. Subaqueous crossings greater than 50 feet may be designated as Quality Level D or Quality Level C depending on the available information.
 5. Use of standard search protocol, using electromagnetic and GPR technologies to conduct sweeps within the project area in an attempt to determine the existence and approximate location of undocumented, abandoned, inactive, or otherwise unknown utilities.
 6. Label each utility run as noted on the field sketch and use for assisting the surveyor and for quality control purposes.
 7. Provide approximate electronic depth readings for each utility found, when available.
 8. Investigation/designation of all other utilities will not be included.
 9. Deliverables:
 - 1) One copy of the signed and sealed SUE plan set in hard copy/PDF format, depicting the location and description of all designated and surveyed utility information. This hard copy/PDF will be on 11" x 17" paper and have a base map provided by the OWNER or aerial background, utilities the OWNER's required sheet layout if provided.
 - 2) Provide a corresponding electronic file representing the SUE plan set in the preferred format of the OWNER (AutoCAD, Microstation, etc.). The signed hard copy/PDF SUE plan set shall stand as the official record of the CONSULTANT's work for this project.
- d. Quality Level A Services (Inclusive of Level B Services)
1. Determine the exact location and elevation of critical utilities which may conflict with the proposed construction or design as determined by the OWNER.
 2. Perform Test Holes on pipelines crossing each canal, as requested by the OWNER. Each test hold will be performed at the closest accessible location to the drainage canals. Due to the unexpected depth of the pipeline test holes, the production rate per day is anticipated to be no more than 2 test holes per day. Vacuum Excavation will be performed utilizing non-destructive air-and/or water-assisted excavation equipment to expose the utilities at specific points which are then tied down by survey.
 3. Excavation of Test Holes:
 - 1) Clear the Test Hole area of surface debris.
 - 2) Excavate the Test Hole. The nominal diameter of the Test Hole shall not exceed 15 inches (375 millimeters) unless otherwise approved.
 - 3) Expose the utility only to the extent required for identification and data collection purposes.
 - 4) Avoid damage to lines, wrappings, coatings, cathodic protection or other protective coverings and features.
 - 5) Hand-dig as needed to supplement excavation and to ensure safety.
 - 6) Revise the Test Hole location as necessary to positively expose the utility.
 - 7) Store excavated material for re-use or disposal at an approved location near the project, as appropriate.
 4. Collection, Recording, and Presentation of Data: Measure and/or record the following information on an appropriately formatted Test Hole data sheet that will subsequently be sealed and dated by the CONSULTANT.
 - 1) Difference in elevation of top and/or bottom of the utility and the above ground mark to a vertical accuracy of +/- 0.05 feet (15 millimeters).
 - 2) Field sketch showing horizontal location referenced to a minimum of two (2) swing ties to physical structures existing in the field.
 - 3) Approximate centerline bearing of utility line.
 - 4) Outside diameter of pipe, width of duct banks, and configuration of multi-conduit systems, when reasonably ascertainable.
 - 5) Utility structure material composition, when reasonably ascertainable.
 - 6) Other pertinent information as is reasonable ascertainable from test hole, such as utility owner.
 5. Site Restoration:
 - 1) Replace bedding material around exposed utility lines.
 - 2) Backfill and compact the excavation in a manner acceptable to OWNER. Re-use excavated material with appropriate compaction.
 - 3) As applicable, provide permanent pavement restoration within the limits of the original cut using materials, compaction, and pavement thickness similar or equal to that found.
 - 4) For excavations in unpaved areas, restore disturbed area as nearly as practicable to pre-existing conditions.
 - 5) Furnish and install permanent surface marker (e.g., P.K. nail, peg, steel pin or hub) directly above the centerline of the utility.
 6. Information gathered by the CONSULTANT will be shown on a Test Hole data sheet and on the drawings provided. The x, y, z of the Test Hole location and the Test Hole number will be shown on the drawings. If the utilities are over 10 feet deep, they may not be found using the non-destructive vacuum excavation techniques for Test Holes.
 7. Deliverables:
 - 1) All Test Holes will be shown on the deliverable drawing, and CONSULTANT will provide signed and sealed individual test hole data forms detailing all pertinent utility information for all test holes completed.

F. UTILITY COORDINATION

Upon completion of Surveying and Subsurface Utility Engineering (SUE) Services, CONSULTANT shall coordinate with all utilities located within the project limits. The coordination shall consist of:

- Notifying each utility of the proposed work
- Requesting documentation on exact location of the utility to verify surveying and SUE services previously completed
- Requesting a Letter of No Objection (LONO) to complete the proposed project in the vicinity of the utility. The CONSULTANT shall ensure that a LONO is received prior to bidding the project, as well as ensure that the LONO will not expire before or during the initiation of construction.
- Complete any requests from the utility to protect their facilities from damage

Any necessary language or design changes specific to the utilities shall be placed in the construction plans and specifications with all utility contacts listed for reference.

**ATTACHMENT "B"
PROJECT SCHEDULE – AMENDMENT NO. 1**

ENGINEERS CANAL PUMP STATION IMPROVEMENTS
Project No. (P220206)

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

	Number of Days to Complete
Conceptual Phase	60 (previously completed)
Preliminary Design Phase	90
Final Design Phase	120
Bid Phase	45
Construction Phase	TBD

Time for Completion

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

**ATTACHMENT "C"
PROJECT COMPENSATION – AMENDMENT NO. 1**

ENGINEERS CANAL PUMP STATION IMPROVEMENTS
Project No. (P220206)

OWNER shall pay CONSULTANT a Lump Sum amount of \$38,742.00 for the Conceptual Phase portion of the project. This portion of the Work shall be completed and accepted by the OWNER per Attachment A, prior to commencement of Preliminary Design Phase.

- a. The Lump Sum includes compensation for CONSULTANT's services and services of CONSULTANT's SUBCONSULTANTS, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses, and CONSULTANT charges.
- b. Compensation for Conceptual Phase work will be included in the overall Basic Services design fee, as based on a percentage of the estimated construction cost developed during the Conceptual Phase.

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

- a. The total compensation for basic services as described in Attachment A is estimated to be \$592,020.00 based on the following estimated distribution of compensation:

1. Preliminary Design Phase (30%)	\$ 177,606.00
2. Final Design Phase (40%)	\$ 236,808.00
3. Bid Phase (5%)	\$ 29,601.00
4. Construction Phase (25%)	\$ 148,005.00
- 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 Lump Sum basis for Additional Services set forth in Attachment A as follows:

- a. Surveying \$18,524.00
(previously completed)
- b. Additional Surveying/Subsurface Utility Engineering (SUE) As Needed \$44,716.00
- c. Geotechnical Investigation \$36,696.00
- d. Utility Coordination \$43,076.00

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 \$TBD, at the hourly rate as listed in Attachment C-1.
2. Resident Project Representative Schedule: The total amount set forth above is based on full-time RPR services on an eight-hour workday Monday through Friday over a TBD -day construction schedule.

Attachment C-1

2022 Rate Sheet

Principal	\$365
Supervisor - Other	\$292
Supervisor - Engineer	\$251
Surveyor	\$178
Engineer	\$158
Inspector - Bridge	\$136
Biologist/Wetlands	\$133
Senior Technician	\$122
CADD - Operator	\$115
CADD Technician	\$108
Project Office Manager	\$104
Engineering Intern	\$98
Construction Inspector	\$85

Construction Inspector- Certified	\$100
Party -Chief	\$84
Adminstratvie	\$77
CADD Drafter	\$65
Rodman	\$51

2023-0163
 INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
 (DEPARTMENT OF PUBLIC WORKS)

ORDINANCE NO. 23-7-11
 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.

WHEREAS, Ordinance No. 20-7-6 adopted July 6, 2020, by St. Charles Council, approved and authorized the execution of a Professional Services Agreement with Principal Engineering, Inc. for the design of the East Bank Master Drainage Plan (Project No. P200601); and,

WHEREAS, Ordinance No. 21-8-5 adopted August 9, 2021, by St. Charles Council, approved and authorized execution of an Amendment No.1 with Principal Engineering, Inc., for the continued design of the East Bank Master Drainage Plan (Project No. P200601); and,

WHEREAS, Ordinance No. 22-4-6 adopted April 18, 2022, by St. Charles Council, approved and authorized execution of an Amendment No. 2 with Principal Engineering, Inc. to include design work supporting funding requirements for a Louisiana Watershed Initiative (LWI) Grant as well as a revision to the Montz watershed to reflect new drainage patterns, both made a part of the East Bank Master Drainage Plan (Project No. P200601); and,

WHEREAS, Principal Engineering, Inc. has exceeded their fee for the LWI and Montz watershed funding allocated in Amendment No. 2, as well as the fee for the St. Rose and Almedia watersheds, due to increases and changes in scope as directed by St. Charles Parish, and St. Charles Parish intends to compensate Principal Engineering, Inc. for the overrun charges; and,

WHEREAS, Principal Engineering Inc. is prepared to complete the remaining watersheds on the East Bank of St. Charles Parish, listed as Destrehan Plantation, Plantation Business Center, Destrehan West and Destrehan East; and,

WHEREAS, St. Charles Parish and Principal Engineering, Inc. have mutually agreed upon a not to exceed fee of \$569,737.50 to complete the work, which will bring the overall contract value to \$1,836,897.50; and,

WHEREAS, the Amendment No. 3 to the Professional Services Agreement between St. Charles Parish and Principal Engineering, Inc., describes the details of the proposed services and compensation.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:
 SECTION I. That Amendment No. 3 attached to and made a part hereof, to the Professional Services Agreement between St. Charles Parish and Principal Engineering, Inc., for the East Bank Master Drainage Plan (Project No. P200601) is hereby approved and accepted in the amount not to exceed \$569,737.50.

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

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

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

And the ordinance was declared adopted this 10th day of July, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Billings
 SECRETARY: Michelle Dupontato
 DLVD/PARISH PRESIDENT: July 11, 2023
 APPROVED: [Signature] DISAPPROVED: _____
 PARISH PRESIDENT: Matthew Jewell
 RETD/SECRETARY: July 11, 2023
 AT: 3:05pm RECD BY: [Signature]

AMENDMENT NO. 3
 TO
 PROFESSIONAL SERVICES AGREEMENT
 FOR EAST BANK MASTER DRAINAGE
 PLAN

THIS AMENDMENT NO. 3 is made and entered into on this _____ day of _____, 2023;

BY AND BETWEEN:

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

PRINCIPAL ENGINEERING, INC. (PRINCIPAL), represented herein by Henry I. DiFranco, Jr., duly authorized by Corporate Resolution attached hereto (hereafter sometimes referred to as "ENGINEER"):

WHEREAS, On July 6, 2020, the St. Charles Parish Council approved Ordinance No. 20-7-6 to authorize an Agreement between St. Charles Parish and Principal Engineering, Inc. for the design of the East Bank Master Drainage Plan (Parish Project No. P200601); and,

WHEREAS, On August 18, 2021, the St. Charles Parish Council approved Ordinance No. 21-8-5 to authorize Amendment No.1 between St. Charles Parish and Principal Engineering, Inc. for the continued design of the East Bank Master Drainage Plan (Parish Project No. P200601); and,

WHEREAS, On April 18, 2022, the St. Charles Parish Council approved Ordinance No. 22-4-6 to authorize Amendment No. 2 between St. Charles Parish and Principal Engineering, Inc. to include the work for a Louisiana Watershed Initiative (LWI) Grant and a modification to the Montz Watershed Drainage Pattern; and,

WHEREAS, Principal Engineering, Inc. has exceeded their fee for the LWI and Montz watershed funding allocated in Amendment No. 2, as well as the fee for the St. Rose and Almedia watersheds, due to increases and changes in scope as directed by St. Charles Parish, and St. Charles Parish intends to compensate Principal Engineering, Inc. for the overrun charges; and,

WHEREAS, St. Charles Parish desires that Principal Engineering, Inc. complete all remaining watersheds (Destrehan Plantation, Plantation Business Center, Destrehan West and Destrehan East) within the scope of the Master Drainage Plan, as well as finalize the scope items added in Amendment No. 2; and,

WHEREAS, St. Charles Parish and Principal Engineering, Inc. have mutually agreed upon a not-to-exceed fee of \$569,737.50 to complete the work.

NOW THEREFORE, be it understood and agreed by the parties hereto amend the contract as follows:

SECTION 8.0 PAYMENTS

Delete subsection 8.1 and replace with the following:

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

Watershed	Original Contract Value	Amendment No. 1	Rebalanced Amount	Amendment No. 2	Amendment No. 3	Final Contract Value
Montz	\$32,360.00		\$50,655.00			\$50,655.00
Norco	\$171,640.00		\$162,893.75			\$162,893.75
New Sarpy	\$163,500.00		\$170,225.00			\$170,225.00
Ormond	\$340,010.00		\$322,175.00			\$322,175.00
St. Rose		\$112,580.00	\$120,363.75		\$36,088.75	\$156,452.50
Dianne Place		\$80,330.00	\$86,280.00			\$86,280.00
Bar None		\$80,330.00	\$81,105.00			\$81,105.00
Turtle Pond		\$125,680.00	\$114,232.50			\$114,232.50
Almedia		\$80,330.00	\$78,830.00		\$35,402.50	\$114,232.50
Destrehan Plantation					\$89,850.00	\$89,850.00
Plantation Business Center					\$89,850.00	\$89,850.00
Destrehan West					\$99,890.00	\$99,890.00
Destrehan East					\$99,890.00	\$99,890.00
LWI Application H&H Study				\$65,000.00	\$2,576.25	\$67,576.25
Montz Watershed Revised Drainage Pattern				\$15,400.00	\$116,190.00	\$131,590.00
TOTALS	\$707,510.00	\$479,250.00		\$80,400.00	\$569,737.50	
OVERALL CONTRACT	\$707,510.00	\$1,186,760.00	\$1,186,760.00	\$1,267,160.00	\$1,836,897.50	\$1,836,897.50

THUS DONE AND SIGNED in the presence of the undersigned competent witnesses, on this _____ day of _____, 2023.

Witnesses: ST. CHARLES PARISH
 By: Matthew Jewell
 Matthew Jewell
 Parish President
 Date: 7-11-23

PRINCIPAL ENGINEERING, INC. (PRINCIPAL)
 By: _____
 Henry I. DiFranco, Jr., P.E.
 President
 Date: _____

2023-0164
 INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
 (DEPARTMENT OF FINANCE)

ORDINANCE NO. 23-7-12
 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.

WHEREAS, the 2023 St. Charles Parish Consolidated Operating and Capital Budget was adopted on November 7, 2022 by Ordinance No. 22-11-1; and amended on January 3, 2023 by Executive Order No. 2023-01; February 6, 2023 by Executive Order No. 2023-02; February 6, 2023 by Executive Order No. 2023-03; March 13, 2023 by Executive Order No. 2023-04; March 13, 2023 by Executive Order No. 2023-05; April 24, 2023 by Executive Order No. 2023-06; April 26, 2023 by Executive Order No. 2023-07; May 2, 2023 by Executive Order No. 2023-08; May 3, 2023 by Executive Order No. 2023-09; May 9, 2023 by Executive Order No. 2023-10; and

WHEREAS, the Parish Council has taken under consideration the study of Amendment No. 1 to the St. Charles Parish Consolidated Operating and Capital Budget for fiscal year 2023: to increase beginning General Fund balance by \$1,536,888 and to add Revenues, including Transfers to the General Fund totaling \$9,470,014 as well as expenditures totaling \$10,909,877; to increase the beginning Fund balance in Fund 102 - Parish Transportation by \$752,260 and to increase capital expenditures by \$710,402; to increase beginning Fund balance in Fund 105 -Road Lighting by \$352,908 and to add capital expenditures in the amount of \$940,000; to increase the beginning Fund balance in Fund 112 by \$12,194,758 and to add revenues including transfers totaling \$12,175,252 and expenditures totaling \$23,978,066, for construction, architectural/engineering and other fees for: Fund 112 - Roads and Drainage - Drainage, Paved Streets - Account No.112-420210 capital expenditures in the amount of \$4,531,674; Fund 112 - Roads and Drainage - Sidewalks, Account No. 112-420230 in the amount of \$1,247,179; Fund 112 - Roads and Drainage Fund - Drainage - Account No. 112-420260 capital expenditures in the amount of \$18,199,153; Fund 102 Parish Transportation expenditures in the amount of \$710,402; Fund 113 - Recreation Fund, a reduction in beginning Fund Balance totaling \$1,421,655, an increase in Revenues totaling \$4,442,020, and an increase in Capital Expenditures totaling \$3,630,916; to increase beginning Fund balance in Fund 123 - Flood Protection Fund - by \$5,017,660 and to add grant revenues totaling \$2,457,065 and total expenditures of \$6,663,624; Fund 310 - West Bank Hurricane Protection Levee an increase in beginning Fund Balance totaling \$4,590,107, and an increase for capital expenditures totaling \$4,590,107; to increase beginning Fund balance in Fund 312 - GOMESA Construction Fund by \$1,965,671 and increase total capital expenditures by \$1,084,701, all as shown by the Revision Schedule; and,

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:
 SECTION I. That in accordance with the provisions of Article V, Sections D, E, and F of the St. Charles Parish Home Rule Charter and with the Louisiana Local Government Budget Act (R.S. 39:1301 et. seq.), the St. Charles Parish Council does hereby amend the 2023 St. Charles Parish Consolidated Operating and Capital Budget, as amended, as per "Exhibit A".

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

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

And the ordinance was declared adopted this 10th day of July, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Billings
 SECRETARY: Michelle Dupontato
 DLVD/PARISH PRESIDENT: July 11, 2023
 APPROVED: [Signature] DISAPPROVED: _____
 PARISH PRESIDENT: Matthew Jewell
 RETD/SECRETARY: July 11, 2023
 AT: 3:05 PM RECD BY: [Signature]

Exhibit A

ST. CHARLES PARISH GOVERNMENTAL FUNDS CONSOLIDATED OPERATING AND CAPITAL BUDGET SUMMARY STATEMENT FISCAL YEAR ENDING DECEMBER 31, 2023

Table with columns: 2021 Prior Year Actual, 2022 Actual, 2023 Estimated, 2023 Projected, 2023 Projected Actual, 2023 Projected Budget, % Change. Rows include Revenues (Taxes, Ad Valorem, Sales, etc.), Expenditures (Personnel, Materials, etc.), and Other Financing Sources.

ABSENT: FISHER, FISHER-CORMIER

And the resolution was declared adopted this 10th day of July, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature] SECRETARY: [Signature] DLVD/PARISH PRESIDENT: [Signature] APPROVED: [Signature] DISAPPROVED: [Signature] PARISH PRESIDENT: [Signature] RETD/SECRETARY: [Signature] AT: 3:05 PM RECD BY: [Signature]

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.

[Signature] MICHELLE IMPASTATO COUNCIL SECRETARY

Publish: July 20, 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 April 26, 2023, at 2 01 PM It was noted the following Board Members were present Mr Jake Lemmon, Mrs Pamela Smith, Mr Timothy Vial, Mrs Karen Raymond and Mr William Sirmon

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 Thomas Rhodes announced the Department of the Month for March 2023 as the Imaging Services Department Mr Rhodes introduced Mrs Hannah Domnick, Manager and congratulated her and the department for being selected Mrs Domnick thanked everyone for the recognition stating the department has been very busy Mr Keith Dacus asked Mr Brian Charx, Manager of Facilities to the podium to introduce his newest member of the facilities team Mr Chaix introduced Mr Evan Roth, Supervisor of Facilities stating Mr Roth has over 30 years of experience and is excited to have him join the team

Mr Jake Lemmon entertained a motion to enter Executive Session for discussing Strategic Planning and/or Personnel Issues It was motioned by Sirmon seconded by Smith to enter into Executive Session at 2 04 PM for the purpose previously stated

For Lemmon, Smith, Raymond, Vial and Sirmon Against None It was motioned by Smith seconded by Raymond to return to regular session at 2 52 PM

For Lemmon, Smith, Raymond, Vial and Sirmon Against None No new business

The Board of Commissioner's Minutes from the March 29, 2023 meeting were presented There being no revisions, it was motioned by Sirmon seconded by Vial to approve the March 29, 2023 Board of Commissioner's minutes as presented

For Lemmon, Smith, Raymond, Vial and Sirmon Against None

Dr Danielle Levy, Chief of Staff, presented the Medical Staff Report from the April 5, 2023 meeting It was motioned by Smith seconded by Raymond to approve the Medical Staff Executive Committee Report from the April 5, 2023 meeting as presented

For Lemmon, Smith, Raymond, Vial and Sirmon 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 Sirmon to approve the following credentials as presented

- There were four new physicians Erick Blaudeau, MD - Radiology, Stephanie Cimo, MD - Hematology/Oncology, Floyd Hindelang, MD - Radiology, Terrence Wickman, MD - Nephrology, three advanced practice professionals Elizabeth Dowden - CRNA, Brooke Dufrene - CRNA, Emerite Pujol, PA - Emergency Medicine, ten resignations Kyle Bishop, MD - Emergency Medicine, Letonna Bradford, MD - Emergency Medicine, Maria Francis, PA - Emergency Medicine, Patricia Gremillion - CRNA, Carlos Gutierrez-Hevia, MD - Emergency Medicine, Robyn Hitchcock, MD - Emergency Medicine, Sarah Leeper, MD - Emergency Medicine, Vijay Ramalingam, MD - Radiology, Alison Robinette, MD - TeleRadiology, Philip Strauss, MD - Emergency Medicine, one provisional review Karen Torbio, MD - Rheumatology and nineteen reappointments Heather Chau, MD - Hospital Medicine, Jeffrey Conyers, MD - Pathology, Adam Dowling, MD - Radiology, Thomas Fauchaux, MD - Radiology, Laura Finn, MD - Hematology/Oncology, Jason Giardina, MD - Radiology, Matthew Irwine, MD - Radiology, Ujwal Meka, MD - Emergency Medicine, Ashley Pastore, MD - Emergency Medicine, Madhumati Reddy, MD - Hospital Medicine, Armin Schubert, MD - Anesthesiology, Julia Terle, MD - Emergency Medicine, Thar Elbaage, MD - e-ICU, Adam Harris, MD - Radiology, Louis Joseph, MD - Psychiatry, Vibhu Kapoor, MD - Radiology, Megan Cohen - CRNA, Randi Kihnel, NP - Hematology/Oncology, Jeanie Dufrene - PT

For Lemmon, Smith, Raymond, Vial and Sirmon Against None

The Quality and Patient Experience Report was provided by Mr Jarrett Fuselier and Mr Keith Dacus Mr Fuselier presented the Provide 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 Patents by Care Type

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

The Chief Executive Officer's Report followed Mr Keith Dacus gave the Moment of Quality Mr Dacus announced that a physical therapist from the Ormond Therapy and Wellness Clinic will be leading the Special Olympics Mr Dacus went on to recognize Mr Paxton Cook as a fantastic physical therapist and Mr Dacus thanked him for his involvement with the Special Olympics

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

Mr Jake Lemmon stated being no announcements, the next scheduled Board of Commissioners' Meeting is May 31, 2023 at 2 00 PM

There being no further business, it was motioned by Vial seconded by Smith to adjourn. The motion carried, and the meeting ended at 3:02 PM.

ATTEST [Signature] Chairman or Acting Chairman [Signature] Secretary

Publish: July 20, 2023

Sheriff's Sale

SHERIFF'S SALE SHERIFF'S OFFICE Suit No: (45) 92086-E Date: Wednesday, June 7, 2023 NATIONSTAR MORTGAGE LLC vs JAMES FRED MASHON, JR. GREG CHAMPAGNE, SHERIFF P.O. Box 426 HAHNVILLE, LA 70057 Parish of St. Charles 29th Judicial District Court State of Louisiana

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: FRIDAY, APRIL 28, 2023, in the above entitled and numbered cause, I shall proceed to sell at public auction at the principal front door of the Courthouse of which the Civil District Court of the Parish of St. Charles is held on WEDNESDAY, AUGUST 23, 2023, at 10:00 AM., to the last and highest bidder for cash, the following described property, to wit:

ONE CERTAIN LOT OF GROUND, together with all the buildings and improvements thereon and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of St. Charles, State of Louisiana, in that part thereof known as OAK.LAWN RIDGE SUBDIVISION, designated as LOT 40, as per plan of resubdivision by BFM Corporation, Surveyors, dated May 24, 1999, revised December 6, 2000, approved by the Planning Commission of St. Charles Parish and recorded on February 6, 2001, in the conveyance as Entry No. 250871, COB 581/512; subject to restrictions, servitudes, rights-of-way and outstanding mineral rights of record affecting the property. And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of:

THREE HUNDRED FORTY-SIX THOUSAND SEVEN HUNDRED EIGHTY-EIGHT AND 54 I 100 (\$346,788.54) DOLLARS, along with interest and attorney's fees and all other costs including my own costs and charges.

TERMS AND CONDITIONS OF SALE: CASH IN THE FORM OF A CASHIER'S CHECK DUE BY 2:00 P.M. DAY OF THE SALE. GREG CHAMPAGNE-SHERIFF & EX-OFFICIO TAX COLLECTOR ST. CHARLES PARISH PUBLISH ON: July 20, 2023 August 17, 2023 ATTORNEY FOR PLAINTIFF: Ashley E. Morris 1505 North 19th Street P.O. Box 2867 Monroe, LA 71207-2867 318-388-1440 SCSO-CIV-209-0402

2023-0169 INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT (GRANTS OFFICE) RESOLUTION NO. 6706

A resolution approving and authorizing the execution of an Intergovernmental Agreement between the State of Louisiana through the Coastal Protection and Restoration Authority Board and St. Charles Parish Government regarding the construction of the Montz Pump Station No. 1 (PO-0200) project in Montz.

WHEREAS, the Montz Pump Station No. 1 Project (herein after referred to as project), is being constructed for the purpose of lessening the threat of harm to citizens and damage to property in Saint Charles Parish through the reduction of flooding; and,

WHEREAS, the project is consistent with the Coastal Protection and Restoration Authority (CPRA) 2017 Coastal Master Plan and Fiscal Year 2023 Annual Plan; and,

WHEREAS, the CPRA Fiscal Year 2023 Annual Plan budget allocated \$10,000,000.00 in State Surplus funding to be applied to the project; and,

WHEREAS, the CPRA has prepared the necessary Intergovernmental Agreement to provide funding for the project and it is the desire of the Parish Council to approve said agreement.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby approve and authorize the execution of an Intergovernmental Agreement between the State of Louisiana through the Coastal Protection and Restoration Authority Board and St. Charles Parish for funding to complete the Montz Pump Station No. 1 project.

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

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

And the resolution was declared adopted this 10th day of July, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature] SECRETARY: [Signature] DLVD/PARISH PRESIDENT: [Signature] APPROVED: [Signature] DISAPPROVED: [Signature] PARISH PRESIDENT: [Signature] RETD/SECRETARY: [Signature] AT: 3:05 PM RECD BY: [Signature]

2023-0170 INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT (GRANTS OFFICE & DEPARTMENT OF PUBLIC WORKS) RESOLUTION NO. 6707

A resolution approving and authorizing the execution of a Cooperative Endeavor Agreement between the State of Louisiana through the Office of Community Development and St. Charles Parish in the amount of \$6,314,616.00 for the Ormond Area Flood Mitigation project (CN Railroad Culverts).

WHEREAS, as a result of severe storms and flooding in 2016, the U.S. Department of Housing and Urban Development (HUD) allocated \$1.2 billion in Community Development Block Grant Mitigation (CDBG-MIT) funds to the State of Louisiana for unmet mitigation needs throughout Louisiana; and,

WHEREAS, the State of Louisiana Office of Community Development launched the Louisiana Watershed Initiative to pursue a statewide holistic approach to watershed management and to allocate the CDBG-MIT funds most effectively considering development patterns and flood risk levels; and,

WHEREAS, the HUD approved Louisiana Master Action Plan for the Utilization of CDBG-DR Mitigation Funds allocated \$570,666,243.00 to the Local and Regional Watershed Projects and Programs; and,

WHEREAS, St. Charles Parish is a political body duly organized and existing under the laws of the State of Louisiana and is eligible to apply for CDBG-MIT funds and execute the proposed CDBG-MIT program; and,

WHEREAS, the Ormond area of Destrehan, Louisiana located on the East Bank of St. Charles Parish has been adversely affected by damages from flood waters; and,

WHEREAS, St. Charles Parish received a Cooperative Endeavor Agreement between the State of Louisiana and the Parish through the Office of Community Development in the amount of \$6,314,616.00 to fund the Ormond Area Flood Mitigation Project (CN Railroad Culverts); and,

WHEREAS, the Ormond Area Flood Mitigation project scope includes adding culverts at two separate sites under the CN Railroad tracks that will mitigate the constriction of flow under the tracks to increase the overall drainage capacity of the railroad crossing system and mitigate the flooding in the area.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby approve and authorize the execution of a Cooperative Endeavor Agreement between the State of Louisiana through the Office of Community Development and St. Charles Parish for the funding of the Ormond Area Flood Mitigation project.

BE IT FURTHER RESOLVED that the Parish President is hereby authorized to execute said agreement and to act on behalf of St. Charles Parish in all matters pertaining to this project and subsequent grant award.

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

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:

David Smith c/o Damon Smith
573 Courthouse Lane, Hahnville, LA 70057
Lot A24
Block 24
Subdivision: Flaggville Subd.
Nature of violation: Grass cutting & removal of debris

Sherry Lynn Nelson
223 W. Harding St., New Sarpy, LA 70047
Lot 31
Block 9
Subdivision: New Sarpy Subd.
Nature of violation: Grass cutting & removal of debris

Howard, Carrie Bright, Estate of
748 E Terrace St., New Sarpy, LA 70047
Lot 5A
Subdivision: New Sarpy Acres
Nature of violation: Grass cutting & removal of debris

Est. of John W. Melancon 13/84
Mary M. Fisher 19/84
711 Hahn St., Hahnville, LA 70057
Lot 3
Block 3
Subdivision: T 13 S R 20 E
Nature of violation: Grass cutting & removal of debris

Jerome Peabody
60 Mary St., Norco, LA 70079
Lot 10
Block 2
Subdivision: Mule Subd. #2
Nature of violation: Grass cutting & removal of Debris

Louis L. Berthiaume
139 Hollywood Park Dr., Montz, LA 70068
Lot 15
Block 1
Subdivision: Meadowlands, Phase 1
Nature of violation: Grass cutting & removal of debris

Denise Shantell Jarrow
146 Hollywood Park Dr., Montz, LA 70068
Lot 88
Block 1
Subdivision: Meadowlands, Phase 1
Nature of violation: Grass cutting & removal of debris

Jason Christopher Jaume
232 Villere Dr., Destrehan, LA 70047
Lot 1300
Subdivision: Ormond Country Club
Nature of violation: Grass cutting & removal of debris

Leon Robinson
16805 LA 631, Des Allemands, LA 70030
Lot C1
Block 55C
Subdivision: CDF - Numbered Farm L
Nature of violation: Grass cutting & removal of debris

August Joseph - Estate Trahan
118 Farrell Ln., Des Allemands, LA 70030
Lot B-1
Block 59
Subdivision: CDF - Numbered Farm L
Nature of violation: Grass cutting & removal of debris

Estate of Richard Smith c/o Damon Smith
534 Courthouse Ln., Hahnville, LA 70057
Lot 11
Block 11
Subdivision: Flaggville Subd.
Nature of violation: Grass cutting & removal of debris

Sandra Tinney Phillips
242 Magnolia Ridge Rd., Boutte, LA 70039
Lot 77B
Subdivision: Magnolia Ridge
Nature of violation: Grass cutting & removal of debris

Eskine, Kim S. - Estate of
551 Goodhope St., Norco, LA 70079
Lot 20
Block C
Subdivision: Good Hope Subd., - Blks.
Nature of violation: Grass cutting & removal of debris

Chase J. Oddo
15717 River Road, Hahnville, LA 70057
Lot P4A2A
Subdivision: Keller Acres - St. Charles Place
Nature of violation: Grass cutting & removal of debris

PUBLISH: July 20, 2023

Public Notice

SECTION 00010

ADVERTISEMENT FOR BIDS

The Parish of St. Charles, hereby advertises bids for construction of ST. CHARLES PARISH EAST BANK WATER TREATMENT PLANT HURRICANE IDA REPAIRS WWKS 109 as follows:

Owner: St. Charles Parish

Project Title: ST. CHARLES PARISH EAST BANK WATER TREATMENT PLANT HURRICANE IDA REPAIRS

Project No.: WWKS 109

Principal Work Location: 14924 River Road, New Sarpy, LA 70078

Description of Basic Work: project includes the total and partial demolition of existing structures and systems onsite. New construction consists of a new storage warehouse facility and renovations to various existing roofs and includes minor interior repair work to take place within the administration, control, and filter buildings. All construction is designed in accordance with all applicable codes.

Bids: Separate sealed Bids will be received by the ST. CHARLES PARISH COUNCIL RECORDS OFFICE, Parish of St. Charles, 15045 River Road, Courthouse 3rd Floor, Hahnville, Louisiana, 70057, either by registered or certified mail with return receipt requested, or hand delivered, or electronically submitted at www.centralbidding.com, no later than 10 a.m. local time on August 31, 2023. Promptly thereafter, the bids will be publicly opened and read aloud in the Council Chambers of the St. Charles Parish Court House. The Owner reserves the right to reject any and all Bids in accordance with the Public Bid Law, and to disregard all nonconforming, nonresponsive, unbalanced or conditional Bids.

Bidding Documents: The Bidding Documents (Contract Documents, Specifications and Drawings) are available to Contractors who are properly licensed in Louisiana or to bona fide suppliers of materials and equipment for purchase and/or review at the office of LINFIELD, HUNTER & JUNIUS, INC., 3608 18th St. Suite 200 Metairie, LA 70002.

A payment of \$ 200.00 in cash or check payable to the Engineer will be required for each complete set of the Bidding Documents. This payment is refundable as provided in the La.R.S.38:2212(D).

Pre-Bid Conference: A Pre-Bid Conference to discuss the scope of the project and the requirements of the Bidding and Contract Documents will be held on August 17, 2023 at 10 a.m. the St. Charles Parish Department of Water Works and Wastewater, 14924 River Road, New Sarpy, LA 70078. Attendance of the Pre-Bid Conference is Mandatory.

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

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

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

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

St. Charles Parish Council
Matthew Jewell, Parish President

Advertisement Source and Dates:

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

Thursday, July 20, 2023
Thursday, July 27, 2023
Thursday, August 3, 2023

Sheriff's Sale

SHERIFF'S SALE SHERIFF'S OFFICE

Suit No: (45) 86955-C

Date: Thursday, June 8, 2023

NATIONSTAR MORTGAGE LLC

vs

PETER MURLA III A/KIA PETE
MURLA ET AL

GREG CHAMPAGNE, SHERIFF
P.O. Box 426

HAHNVILLE, LA 70057

Parish of St. Charles
29th Judicial District Court
State of Louisiana

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated:

THURSDAY, OCTOBER 3, 2019, in the above entitled and numbered cause, I shall proceed to sell at public auction at the principal front door of the Courthouse of which the Civil District Court of the Parish of St. Charles is held on WEDNESDAY, AUGUST 23, 2023, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit:

A certain piece or portion of ground situated in the Parish of St. Charles, State of Louisiana, in that part thereof known as Willowridge Estates Phase N Subdivision, which said lot is described as follows, to-wit:

LOT 11, Square 4, measures 100.00 feet front on Willowridge Drive, same width in the rear by a depth of 120.00 feet between equal and parallel lines. All in accordance with a survey by Izrebs, Lasalle, LeMieux, Consultants, Inc., dated November 13, 1995, registered in the Clerk of Court in Instrument No. 199585.

All is further in accordance with a survey by R.P. Bernard, professional land surveyor dated April 15, 1996; subject to restrictions, servitudes, rights-of-way and outstanding mineral rights of record affecting the property.

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: THREE HUNDRED TWELVE THOUSAND FIVE HUNDRED TWENTY-SEVEN AND 93 / 100 (\$312,527.93) DOLLARS, along with interest and attorney's fees and all other costs including my own costs and charges.

TERMS AND CONDITIONS OF SALE: CASH IN THE FORM OF A CASHIER'S CHECK DUE BY 2:00 P.M. DAY OF THE SALE. GREG CHAMPAGNE-SHERIFF & EX-OFFICIO TAX COLLECTOR ST. CHARLES PARISH PUBLISH ON: July 20, 2023

August 17, 2023
ATTORNEY FOR PLAINTIFF:
Kristy Finley

1505 North 19th Street P. O. Box 2867

Monroe, LA 71207-2867

318-388-1440

SCSO-CIV-209-0402

Sheriff's Sale

SHERIFF'S SALE SHERIFF'S OFFICE

Suit No: (45) 92040-C

Date: Monday, May 15, 2023

GMFS LLC

VS

CAMERON CALVIN BORDE-
LON, ET AL

GREG CHAMPAGNE, SHERIFF
P.O. Box 426

HAHNVILLE, LA 70057

Parish of St. Charles

29th Judicial District Court

State of Louisiana

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated:

WEDNESDAY, APRIL 26, 2023, in the above entitled and numbered cause, I shall proceed to sell at public auction at the principal front door of the Courthouse of which the Civil District Court of the Parish of St. Charles is held on WEDNESDAY, JULY 26, 2023, at 10:00 AM., to the last and highest bidder for cash, the following described property, to wit:

ALL THAT CERTAIN LOT OR PARCEL OF GROUND, situated in the Parish of St. Charles, State of Louisiana, being a portion of Ormond Plantation, Section 11, Tmwnship 12 South, Range 8 East, designated as a portion of what formerly Lot No. 3 and more fully described on a plan of subdivision designated as RIVER POINT SUBDIVISION, of J.J. Krebs & Sons, Inc., C.E.& S., approved by the St. Charles Parish Police Jury in June of 1979, said lot is more fully described as follows, to-wit:

LOT NO. 62, in a square bounded by Y. & M.V.R.R.R/W (side) now or formerly A.A. Schcxnaydre Property, Cedar Lane and River Point Drive, Lot G2 commences thence one thousand twenty aud no/100 (1,020.001) feet from the corner of Cedar Lane and River Point Drive. Lot 62 measures thence 60 feet front on River Point Drive, same width across the rear by the following depths of one hundred eighteen and 87/100 (118.87) feet along the South Westerly sideline aand on the opposite sidellne of One Hundred Nineteen and 19/100 (119.19) feet; subject to restrictions, servitudes, rights-of-way and out-tcmnding mineral rights of record affecting the property.

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of:

ONE HUNDRED NINETY-FOUR THOUSAND FOUR HUNDRED EIGHTEEN AND 07 / 100 (\$194,418.07) DOLLARS, along with interest and attorney's fees and all other costs including my own costs and charges.

TERMS AND CONDITIONS OF SALE: CASH IN THE FORM OF A CASHIER'S CHECK DUE BY 2:00 P.M. DAY OF THE SALE. GREG CHAMPAGNE-SHERIFF &

EX-OFFICIO TAX COLLECTOR ST. CHARLES PARISH

PUBLISH ON: June 22, 2023

July 20, 2023

ATTORNEY FOR PLAINTIFF:

Ashley E. Morris

1505 North 19th Street P .O. Box

2867

Monroe, LA 71207-2867

318-388-1440

SCSO-CIV-209-0402