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Back to School

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EDUCATION

EAST BANK SCHOOLS

West Bank schools featured next week

A look ahead to Hahnville's 2023 opponents



TURN to 1B

Destrehan gym has MMA roots, winning pedigree



TURN to 2A

Destrehan resident organizes GoFundMe to help orphaned children in Eswatini

Kahlil Turner Editor
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Destrehan resident Karis Schoellmann, 62, a Tulane clinical assistant professor at the School of Public Health, recently launched a GoFundMe fundraising campaign to support a group of mostly orphaned children her nephew encountered while working abroad in another continent. Her nephew, Rafael Schoellmann, is a mid-twenties Peace Corps volunteer currently serving in the small southern African country of Eswatini.

"[Rafael] is single and young, and full of energy and hope for the future," Schoellmann said fondly of her nephew,



Photo supplied by Rafael Schoellmann revealing a typical dwelling in Eswatini.

ESWATINI on 5A

Parish council to consider tax rollback

Kahlil Turner Editor
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The St. Charles Parish Council introduced a new ordinance last week at the July 10 parish council meeting that, if later approved, would deliver tax relief to St. Charles Parish residents.

Parish President Matthew Jewell has proposed a rollback in millages by 1.5 mills, which the parish council is now considering.

"To give you an idea of what 1.5 mills will save a resident with a \$250,000 home, they will be looking at an approximate savings of \$26.25 per year," Councilmember Holly Fonseca

TAX REDUCTION on 7A



Hahnville Volunteer Fire Department President Johnny Saldana speaks to the parish council regarding the tax reduction ordinance on July 10.

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Three officers with the St. Charles Parish Sheriff's Office accept their Distinguished Service Awards in March from Sheriff Greg Champagne for their exemplary public service.

3 with St. Charles Parish Sheriff's Office Honored with American Legion Law Enforcement Officer of the Year Awards

Kahlil Turner Editor
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Three St. Charles Parish Sheriff's Office law enforcement officers were recently honored with American Legion Law Enforcement Officer of the Year Awards during a ceremony on Wednesday, July 28.

The awards, given to Det. Isaac Genova, Deputy Timbrel Lewis and Sgt. Steven Mahan by the St. Rose American Legion Post, were given in honor for a specific call all three

officers responded admirably to on July 27, 2022. The call came in that day with shots fired on Ash Street in Hahnville, which led to the officers discovering multiple shooting victims on site when each arrived on the scene.

"It was pretty chaotic," Mahan said of first arriving at Ash Street after receiving the call,

OFFICER OF THE YEAR on 8A

Destrehan martial arts gym Team Oliveira rooted in MMA

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In just one year since it opened, Destrehan martial arts gym Team Oliveira, located on Storehouse Lane, has quickly earned a local reputation for excellence in martial arts training.

Team Oliveira is largely the brainchild of Brazilian native Junior Oliveira, 38, a former professional Mixed Martial Arts (MMA) fighter who has held a Brazilian black belt since 2016. Oliveira is highly skilled in the

fighting styles of Brazilian Jiu-Jitsu and Muay Thai, both styles taught in his gym.

The Oliveira family name may sound familiar to Ultimate Fighting Championship (UFC) fans, as it carries major weight in the world of MMA. Junior's younger 34-year-old brother Charles Oliveira, who is affiliated with Team Oliveira, holds

TEAM OLIVERIA on 8A



Owner Junior Oliveira, left, poses with members of his martial arts gym, Team Oliveira, in Destrehan.

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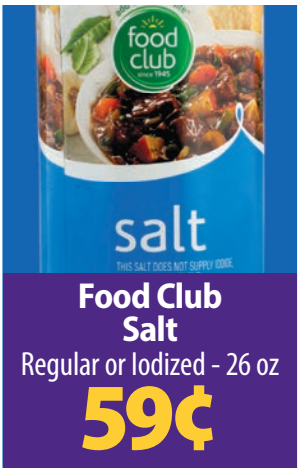
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Department of Education releases Hurricane Preparedness Playbook at Lakewood Elementary

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The Louisiana Department of Education (LDOE), joined by delegates from other local and state education-related boards and parish government officials, were all on hand Thursday, July 13 at Lakewood Elementary to announce the completion and release of the state's first Hurricane Preparedness Playbook for Louisiana schools.

The new resource was designed by the Department of Education to help school systems throughout the state prepare for the peak of hurricane season.

“Louisiana’s students, families, and educators have shown unwavering resilience in the face of extraordinary adversity,” Dr. Cade Brumley, State Superintendent of Education, said. “These recommendations will help modernize Louisiana’s education infrastructure and equip school systems with the necessary tools to protect their facilities pre- and post-hurricane.”

The statewide announcement of the playbook release was held at Lakewood Elementary, a nod to the impact hurricanes have had on St. Charles Parish Public Schools (SCPPS). All schools within SCPPS were impacted by Hurricane Ida, which put 300,000 children out of school in Central and Southeast Louisiana.

Lakewood Elementary's principal, Kelli Oertling, who following Hurricane



SCPPS Superintendent Dr. Ken Oertling speaks at the press conference held at Lakewood Elementary on Thursday, July 13, when the Department of Education officially released its Hurricane Preparedness Playbook.

Ida experienced firsthand the challenges of managing a school affected by a major storm, was a member of the LDOE's Protect Louisiana Schools Hurricane Preparedness Commission (PLSHPC) which developed the new playbook. The PLSHPC was first formed in 2021 by Dr. Brumley, gathering around 21 different educational professionals like Oertling from all over the state to help formulate the Hurricane Preparedness Playbook.

Speaking at the event, Superintendent of SCPPS Dr. Ken Oertling said the parish's schools were well-prepared to deal with the aftereffects of Hurricane

PREPAREDNESS on 7A

Local officials attend bill signing creating new River Parishes Juvenile Justice District

Kahlil Turner Editor
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Several local officials gathered at the Louisiana State Capitol on Tuesday, July 11 for the ceremonial bill signing of Representative Greg Miller's HB359, a bill designed to directly benefit St. Charles Parish and other nearby parishes.

HB359, now known as Act 145, creates the River Parishes Juvenile Justice District, which will serve the parishes of St. Charles, Ascension, Assumption, St. James and St. John.

Gov. John Bel Edwards signed the bill into law with Miller, 40th Judicial District Attorney Bridget Dinvaut, 29th Judicial District Court Judge Tim Marcel and District Public Defender Fenwick Swann III in attendance. Miller's bill was supported by local officials like Dinvaut, Swann and Marcel, and was later unanimously approved in the House and Senate during the 2023 legislative session.

"This has been a cooperative effort," fueled by "a great need, Dinvault said.

The new bill will create a commission to provide for facilities and related services for children in the juvenile justice system in need of care and supervision in the River Parishes. At present time no such facility exists for the River Parishes, which Miller said in previous interviews has resulted in an expensive outsourcing of services to centers in Terrebonne or St. Bernard parishes, and even to facilities in Mississippi at times when space was limited.

Miller commented at the signing it would be “cost prohibitive for individual parishes” to try to provide housing that meet current federal and state requirements. The commission

created for the River Parishes Juvenile Justice District, whose center site has not yet been chosen, will later explore numerous factors, costs and location options.

An important benefit of housing young offenders nearby within the River Parishes, Marcel said, is “family involvement in the rehabilitation process,” which is made more difficult when juvenile justice facilities are located many miles away from families.

As a local public defender, Swann added that besides helping families, the new River Parishes Juvenile Justice center would make it “easier for attorneys to visit our clients” to assure their rehabilitation needs are being met.

HB359 aims to help rectify such issues by creating a new juvenile justice facility closer to St. Charles Parish and the other River Parishes.

“It’s modeled on the Florida Parishes Juvenile Justice Center, which has just done a fantastic job,” Miller said earlier regarding the facility HB359 was designed after.

Considered by lawmakers as a successful model already operating a centrally located center, the Florida Parishes Juvenile Justice Center currently serves Livingston, St. Helena, St. Tammany, Tangipahoa and Washington parishes. Miller says he consulted with the director of the Florida Parishes Juvenile Justice Center during the process of developing HB359.

Gov. Edwards said he was proud to sign the bill.



From left to right: Representative Greg Miller, District Public Defender Fenwick Swann III, Governor John Bel Edwards, 40th Judicial District Attorney Bridget Dinvaot and 29th Judicial District Court Judge Tim Marcel attend the ceremonial signing of HB359 on Tuesday, July 11 at the state capitol.

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First National Bank USA is pleased to announce that it has been ranked the #1 bank in Louisiana by Bank Performance Report, which ranks banks based on information obtained from public data in reports sent to the FDIC and assembled by S&P Global, for 8 categories of bank performance (with 50 sub-categories), as well as the bank's total performance. Of the 110 Louisiana domiciled banks ranked, First National Bank USA was ranked #1 for "Overall Performance." All Louisiana domiciled banks are performing well. Rankings are as of March 31, 2023. The complete report is posted on our web page, www.fnbusa.com for your reference.



Relevant rankings which contributed to this ranking were Net Interest Income, Efficiency, Asset Quality, Return on Equity, Non-Performing Assets, and Return on Assets.

In addition to the #1 Ranking award by Bank Performance Report, First National Bank USA was also awarded a 5-Star "Superior" rating by Bauer Financial, Inc., recognizing it as being

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First National Bank USA still proudly flies the American flag in front of its offices, in honor of all who have served in uniform.

ESWATINI from 1A

whom she communicates with regularly. "He is a Peace Corps volunteer and cannot do fundraising, so I decided that I would try to help out."

Schoellmann's nephew is stationed in Eswatini, previously named Swaziland, a landlocked kingdom in South Africa and one of the smallest countries in Africa. Composed of mostly ethnic Swazis, the country is classified as a developing country and is considered a lower-middle income economy. Eswatini currently faces several major health crises, most notably HIV and tuberculosis. Around 28 percent of its population in 2018 were HIV-positive.



Striking countryside views of Eswatini, a small landlocked country in Southern Africa considered to be a developing country by world authorities.

paperwork for each of the 79 orphaned children and adults all at one time.

"They don't have public transportation, and people don't have cars," Schoellmann said of the rural area's plight. "It might be 60 miles away, but that's a huge amount of travel distance back and forth. You want to go there once and get it done."

Schoellmann said the funds will go to community partners who will assist with the birth certificate paperwork, and that her nephew Rafael would not handle the

funds himself. The project is important for those people, Schoellmann said, as without them they will have no access to education or other services needed to help further their lives.

"This can have a meaningful impact on their lives, just from the basic services," Schoellmann said. "Children who don't have education...can't go to school, can't get health care – having those two things will make a huge difference."

For readers interested in learning more about Schoellmann's Eswatini fundraising project, visit her GoFundMe page online at gofundme.com, titled "Birth Certificates 4 Orphaned Eswatini Children."

Schoellmann's nephew works in the Youth Development sector in Eswatini named Y-DEEP, with an emphasis on youth engagement and empowerment, traveling to schools and conducting workshops with local youth. The country of Eswatini overall is quite young – children aged 14 and under are estimated to make up around 35 percent of its population.

During his work in Eswatini, Schoellmann's nephew uncovered a group of about 61 Eswatini orphaned children and 18 adults living in the rural community of Madzanga, who through various life circumstances, were never issued birth certificates. Some were simply born outside of a hospital which led to not having a birth certificate, and thus no formal national identification. This has led these individuals with limited means unable to attend school, see a doctor or receive other basic services where identification is required.

"Orphans without a [Eswatini] birth certificate cannot have access to education, health care, and things that the [Eswatini] government provides,"

Schoellmann explained of how the Eswatini government works.

After conducting their own research, the pair uncovered the cost to remedy the birth certificate situation with the Eswatini government's Civil Registration and Vital Statistics Departments for each of the 61 children and 18 adults was variable depending on age, with the average cost between \$10 and \$25 per youth.

"So that's why we decided to try to raise funds to get these children birth certificates so that they can get access to those services, and get on a better pathway to improving their lives and their futures," Schoellmann said.

Schoellmann started a GoFundMe account online in May with the goal of raising \$2,000 in funds for their project. As of July 12, her project had raised around \$1390 in total. If they reach their \$2,000 fundraising goal, Schoellmann's nephew has arranged for a local Eswatini teacher to assist in the process of applying for birth certificates. A local representative would then travel to the government offices and process the birth certificate

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Obituaries

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

Rivere

George Joseph Rivere was called to Heaven on Friday, July 7, 2023 at age 67. He is survived by his loving wife of 47 years, Laurie Chauffe Rivere. Adoring and devoted father of Kelli Oertling (Kenneth), and the proud grandfather of Macy Oertling and Avery Oertling. He is also survived by his sisters-in-law, Carolyn Rivere, Linda Rivere, and Beverly Nunez, and a host of nieces and nephews. George is preceded in death by his parents, the late Joseph Rivere, Sr. and Carrie Rivere; his father-in-law, Gordon Chauffe; his mother-in-law, Beverly Chauffe; his sisters, the late Carrie Ann Thomassie, Doris Barattini, and Patricia Lanaiche; and his brothers, Joseph Rivere, Jr., Kenneth Rivere, and Lloyd Rivere.

George was a Westwego, LA native, and a longtime resident of the Westbank, most recently of Paradis, LA. He was a graduate of West Jefferson High School, Class of 1974, and later was a Westbank businessman, owning and operating, among other businesses, Pro Style Flooring in Westwego. George was a former member of the Young Men's Business Club in Westwego and the Rotary Club of Westwego. His greatest joy was spending time with his loving family and friends. He was also a dedicated New Orleans Saints, LSU Tigers, and Cincinnati Reds fan. His friendly, outgoing demeanor lit up any room. He will be missed by all.



Family and friends are invited to attend the visitation at St. John the Baptist Catholic Church, 15405 US-90 (corner LA-306) in Paradis, LA on Friday, July 21, 2023 from 9:00 am to 11:00 am. A Funeral Mass will follow at 11:00 am. Interment will take place in St. Charles Cemetery Mausoleum in Luling, LA.

The family welcomes donations to St. Charles Public Schools Foundation as an expression of sympathy in lieu of flowers. Donations can be mailed to: St. Charles Public Schools Foundation, PO Box 389, Luling, LA 70070. Venmo donations will be given directly to St. Charles Public Schools Foundation in George's honor: @George-Rivere.

Family and friends are encouraged to share their condolences, stories and memories by visiting: www.mothefunerals.com.

Tastet

David A. Tastet, 65, passed away peacefully on Thursday, July 13, 2023.

David, a real estate broker and owner of Dynamic Real Estate, was an active participant in Louisiana Realtors Association and the Saints Board of Realtors, and served as the president of the Saints Board in 2002 and again in 2009. David worked for many years at York Construction for Gene and Joan Rogers, whom he regarded fondly and considered his family.

David was a devoted St. Martin's Episcopal School



parent and dedicated his time serving in multiple parent clubs throughout his daughter's tenure at the school. When David was not working or volunteering his time to the many organizations he served, he enjoyed traveling, working in his garden, and spending time with family and friends.

David was kind, caring, funny and giving. He was loved by all and will be missed greatly by his family and friends. The family wishes to thank all of those who participated in David's care, especially Dr. David Pointer of Ochsner Hospital for his unfailing and steadfast care of David.

David is survived by his wife Abbey Mack; his daughter Emily Tastet; his step-mother Trudy Tastet; his nephew Jason Tastet (Ginger); and his nieces Amy Tastet Braud (Sheldon) and Niki Tastet Beckemeyer (Christopher).

He was preceded in death by his parents, Donald Tastet and Aurelie Adam Tastet; and his brother Russell Tastet.

A visitation will be held at Lake Lawn Metairie Funeral Home & Cemeteries located at 5100 Pontchartrain Blvd. New Orleans, Louisiana 70124 on Saturday July 22, 2023 from 9:00 am to 11:00 am with a Memorial Service at 11:00 am.

Sheriff's Reports

Suspects are innocent until proved guilty in a court of law

Arrests

- **Valentin Gomez, 49**, of 460 Giacomo Street in Norco, was arrested July 17 and charged with sexual battery – forcible fondling (two counts) and resisting an officer.
- **Quaneisha Lewis, 32**, of 252 Amp Circle in Edgard, was arrested July 14 and charged with simple burglary – motor vehicle and simple criminal damage to property (two counts).
- **Elgin Collins, 24**, of 705 Madewood Drive in LaPlace, was arrested July 14 and charged with domestic abuse battery/child endangerment. He was a fugitive.

- **Todd Celestine, 18**, of 141 Kliner Road in Des Allemands, was arrested July 15 and charged with domestic abuse battery/child endangerment, simple criminal damage to property and possession of marijuana.
- **Cody Scott, 33**, of 271 Landmark Drive in Raceland, was arrested July 16 and charged with battery of a dating partner and child endangerment.



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TAX REDUCTION from 1A

said, using figures supplied by the parish's finance director. "Other agencies are considering a rollback as well, which in combination with the parish rollback, [could] save taxpayers even more on their property tax bills."

Jewell said parish administration met with numerous parish government agencies that rely on millages as their primary source of revenue ahead of the July 10 meeting to get feedback before introducing the rollback ordinance.

The rollbacks are possible, Jewell said, due to certain industrial assets that will come onto St. Charles Parish's tax rolls after being exempt for 10 years. These industrial assets are expected to bring in meaningful additional tax revenue in the coming tax year, enough to allow parish government to dial down tax millages for residents. A similar situation is expected to occur again next year, when local industrial plants like Valero are due to have a significant amount of industrial assets currently on a 10-year tax exemption expire, Jewell said.

Parish agencies that rely on millage income are "receiving more money than they did last year - by double digits," Jewell said, after he and parish administration reviewed the data with the various parish agencies. "All of these agencies are going to continue to be able to provide the services that they need, while also growing into the future."

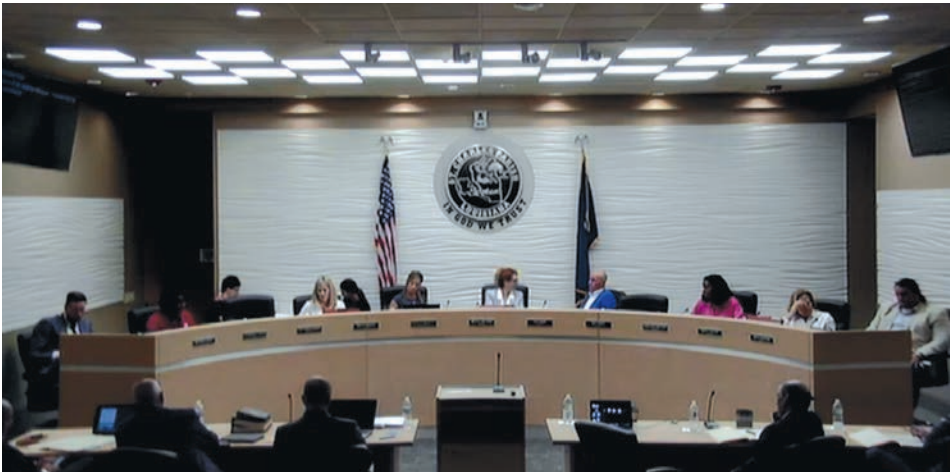
Despite officials projecting higher revenues even after the proposed rollbacks for mill-dependent parish agencies, local area fire department representatives were in attendance at the July 10 meeting, three of which expressed their opposition to the proposed rollbacks for fear it may cut back much needed revenue they rely on to operate.

Pointing to rising costs, staffing challenges and increased job responsibilities, Hahnville Fire Department Assistant Chief Britton Allshouse said St. Charles Parish was short on funding when compared to its fire department peer group throughout Louisiana. Allshouse cited examples such as the Bayou Cane and Luling fire departments, the populations each served, and their current budgets.

"If you do your research, we turn out to be one of the most underfunded [fire] services in the state," Allshouse said.

Johnny Saldana, Hahnville Volunteer Fire Department president, echoed Allshouse's comments regarding the rollbacks.

"We really need the max we can get to sustain the quality of service and provide equipment - not [equipment] that we want, but that we need," Saldana said. "There are other agencies that dictate what standard



Parish council members at the July 10 council meeting, where the new tax reduction ordinance was first introduced.

we need to be [at] that's out of our control, and I don't want to see us go in the wrong direction."

Jewell did comment after members of fire services voiced their concerns and made a few statements regarding the proposed ordinance.

"In this case, a reduction in the millage rate does not equal a reduction in funds," Jewell said. "What's being proposed would give the fire service a 15 percent

increase over last year, as opposed to a 20 percent increase, because we're asking for a five percent reduction in the millage."

Jewell commented further a week after the council meeting, pointing to the parish's strong financials as being a good time to reduce millages where possible, providing tax relief for most parish residents at a time when they need it.

"We know how bad the property insurance issues are right now, overall car insurance and flood insurance - just the different things people are still recovering from [Hurricane] Ida," Jewell said. "So, what a great position to be in where [parish] agencies can bring in more

money while we also lower taxes for our residents and small businesses."

The next parish council meeting is scheduled for Monday, July 31 at 6 p.m. where the new tax rollback ordinance will be further considered, with additional public input requested.

PREPAREDNESS from 4A

Ida, but after reflecting on the school system's actions post-hurricane, there was still room for improvement.

"Even though we had a strong hurricane plan in place, there were still lessons to be learned," Dr. Oertling said. "The Hurricane Preparedness Playbook gathers the lessons learned from those who have been in these crises situations and gathers lessons learned from those that have been in other crisis situations."

The playbook includes best practices and expert guidance to support school system leaders before, during and after a hurricane. Funding for developing the new resource was supplied through a partnership with AT&T.

"We are proud to call Louisiana home, and we are honored to support the work of the Hurricane Preparedness Commission as they continue to strengthen our communities," David Aubrey, president, AT&T Louisiana, said at the event.

For more information on the Hurricane Preparedness Playbook, visit the Louisiana Department of Education's website, louisianabelieves.com.



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OFFICER OF THE YEAR from 2A

where a neighborhood crowd had gathered, further complicating matters. “It’s not a normal day for us to deal with four people that have been shot at one time.” Mahan and fellow officers Lewis and Genova immediately put their extensive training in action, making sure the shooting threat had left the area, began securing the scene and aiding those that needed help.

“We immediately start assessing everything, make sure the scene is safe, and start rendering aid – just doing our best, doing what we have to do,” Lewis, 26, said of her actions on that day.

Mahan, 47, began directing Sheriff’s Office assets and incoming units, while Genova located a gunshot victim, triaged him and properly applied a tourniquet. Lewis identified a second gunshot victim bleeding heavily from the leg, and applied a tourniquet, and when the bleeding did not stop, she applied a second tourniquet which finally controlled the victim’s bleeding.

“Triage is super important,” Mahan said. “You have to find the people that are hurt the most and are the most critical and make sure that’s treated – first and foremost.”

It was also key, Genova said, for the three officers to “effectively keep those crowds back to preserve the crime scene as well as showing some type of empathy for those crowds in order to calm those



Officers Lewis, Genova and Mahan, each holding plaques, are presented their Officer of the Year Awards by St. Rose American Legion Post 366, with fellow St. Charles Parish Sheriff’s officers in attendance.

individuals down...because not only are the victims mad, but residents in the area may be angry about the shooting or any shootings that do occur, and it’s being able to effectively communicate with them in order to calm them down, and let them know that you’re there to help.” Given the nature of their wounds, St. Charles EMS Director and ER physicians later said Lewis and Genova’s proper tourniquet applications saved the lives of two of the gunshot victims.

Each of the three officers credited in part the training they received over the course of their careers for their performance on the Ashland Street call that day.

“I believe that training is paramount in that situation,” Genova said. “I believe that a person leans on their training in order to be able to assess those situations and be able to effectively respond to those situations.” Lewis said she was both surprised and grateful for being honored with the American Legion’s award, initially believing only seasoned officers who had been on the force 10 or 20 years were honored in this way. “I honestly thought with me being so young and new into this career, there was no way I could receive something like that,” Lewis, who first began her

law enforcement career in 2017 in New Orleans, said. Sheriff Greg Champagne presented the three officers with additional Sheriff’s Office Distinguished Service Awards during a staff meeting on March 23 for their actions. “I thank the American Legion Post 366 for recognizing Detective Genova, Deputy Lewis and Sergeant S. Mahan for their dedication to the citizens of St. Charles Parish,” Champagne said after the trio were given their awards.

TEAM OLIVEIRA from 2A

multiple UFC records. The younger Oliveira remains an active UFC fighter, carrying the number one UFC lightweight ranking in 2022 and, as of June 2023, ranked an impressive number seven overall in UFC men’s pound-for-pound rankings. Junior Oliveira first began training in his native Brazil, studying Jiu-Jitsu starting when he was just 12 years old. It would eventually lead to a lifelong quest of knowledge in martial arts and self-improvement. “I suffered from bullying in school,” Oliveira said of his younger days in Brazil. “One day I realized I needed to start to defend myself...and that’s when

two years ago, with the idea to focus his time training and coaching others. “You cannot be [an effective] coach and [an effective] fighter at the same time, in my opinion,” Oliveira said of his philosophy on training and coaching. “If you coach, you need to be 100 percent [focused on] coaching.” Oliveira moved to St. Charles Parish around 10 years ago to work in Bunge’s Destrehan location and began coaching and training at a local gym in New Orleans in his free time. Once the COVID-19 pandemic hit, temporarily shuttering many gyms in the New Orleans area, Oliveira says he suddenly had more time to reflect on how he was



Team Oliveira affiliates with Junior Oliveira outside a sporting venue.

spending his time, much of it in commuting every day in addition to his normal workday. “I realized that it was very far for me to drive to New Orleans and back all the time, every day,” Oliveira said. “Eventually, we decided to open up a gym here in Destrehan.” With his wife’s blessing and his brother Charles’ support, Oliveira and his neighbor Jeff Henderson, an experienced local martial artist also from Destrehan, began operating Team Oliveira last year. With a focus on self-defense and self-discovery rather than competition, teaching both Jiu-Jitsu and Muay Thai styles, the gym has steadily built up a stable of returning clientele. “I’m very happy with what’s happening right now [at Team Oliveira],” Oliveira said of his Destrehan gym’s growth. “Most of the people that are training with us, they live locally...we are building this [gym] for the community.” Team Oliveira’s co-professor, Jeff Henderson, a fellow black belt martial artist of multiple disciplines, said it has been a smooth experience coaching alongside Oliveira at their gym. “I’ve never met anyone like him before,” Henderson said of his partner Oliveira, both of whom live just four doors apart from each other. “He’s an

awesome person – full of life, energy and positivity.” Team Oliveira offers a varied mix of instruction for adults and kids, personal training and open mat times on Saturdays. Henderson said he particularly enjoys training younger students, and always works to instill some of his own personal philosophy surrounding martial arts into each class. “I give them my three words: focus, respect and discipline,” Henderson said. “You have to have those three characteristics, and that’s what we’re trying to build up in the kids in this younger generation, so that they are not susceptible to the bad things they can get caught up in as they get older.” Personal growth and improvement are both themes at the core of Team Oliveira, central philosophies both Henderson and Oliveira echoed in their separate comments regarding their Destrehan martial arts gym. “I always tell my students - don’t try to be better than your partner or the person you are training with,” Oliveira cautioned. “[Instead,] try to be better than yourself, every day.” For more information on Team Oliveira and its current offerings, visit them on Facebook or on the web at teamoliveirausa.net.



TOP: Team Oliveira instructors pose with a class of their younger martial arts students in Destrehan. RIGHT: Brazilian native Junior Oliveira with his brother, UFC champion Charles Oliveira.



I started training in Jiu-Jitsu.” Oliveira eventually would go on to compete professionally as an MMA fighter, fighting in both 135 pound and 145-pound weight classes. He ended his professional career early to travel and work in the United States, where he had dreams of eventually opening his own gym. He fought his last professional fight



FIRST DAY OF SCHOOL THURSDAY, AUGUST 8, 2023



The mission of St. Charles Parish Public Schools is to provide high quality educational opportunities to enable its students to become responsible, productive citizens and enthusiastic life-long learners.

St. Charles Parish Public Schools 2023-24 Calendar

First Day for Teachers.....	August 1, 2023
Professional Workshop/Teacher Prep.....	August 1 - 7, 2023
First Days for Students (Grades K-12**).....	August 8 - 9, 2023
First Days for Pre-Kindergarten Students ***.....	August 16 - 17, 2023
Labor Day Holiday.....	September 4, 2023
End of Quarter (High Schools Only).....	September 8, 2023
Early Dismissal (Professional Learning)	September 9, 2023
End of Quarter.....	October 10, 2023
Early Dismissal (Conferences).....	October 13, 2023
Weather Make-Up Days/Fall Break Holiday	October 16 - 17, 2023
Early Dismissal (Conferences).....	October 26, 2023
Elementary/Middle School Early Dismissal (Conferences)	October 27, 2023
Weather Make-Up Day/Fall Break Holiday	November 1, 2023
End of Quarter (High Schools Only).....	November 14, 2023
Thanksgiving Holiday	November 20 - 24, 2023
End of Quarter/ Early Dismissal (Professional Learning)	December 21, 2023
Christmas/New Year Holidays	December 22, 2023 - January 4, 2024
Student Holiday (Professional Learning).....	January 5, 2024
Classes Resume.....	January 8, 2024
Dr. Martin Luther King, Jr. Holiday	January 15, 2024
Early Dismissal (Professional Learning)	January 19, 2024
Elementary/Middle School Early Dismissal (Conferences)	February 2, 2024
End of Quarter (High Schools Only).....	February 6, 2024
Mardi Gras Holiday	February 12-16, 2024
End of Quarter.....	March 14, 2024
Early Dismissal (Professional Learning)	March 15, 2024
Easter Holiday (Spring Break)	March 29 - April 5, 2024
End of Quarter (High Schools Only).....	April 23, 2024
Last Day for Pre-Kindergarten Students	May 23, 2024
Early Dismissal (Professional Learning)	May 23, 2024
End of Quarter.....	May 23, 2024
Last Day for Students (Gr. K-11).....	May 24, 2024

** Last names beginning with A-K attend Aug 8. Last names beginning with L-Z attend Aug 9.
***Last names beginning with A-K attend Aug. 16. Last names beginning with L-Z attend Aug. 17.
* The calendar is subject to change. Student make-up days for emergencies will be taken from existing holidays.

2023-24 School Times

	Start Time	End Time
Albert Cammon Middle School	7:50 a.m.	3:00 p.m.
Destrehan High School	7:15 a.m.	2:25 p.m.
Eastbank Head Start Center	8:50 a.m.	3:40 p.m.
Ethel Schoeffner Elementary School	7:50 a.m.	3:00 p.m.
Harry Hurst Middle School	7:50 a.m.	3:00 p.m.
New Sarpy Elementary School	8:40 a.m.	3:50 p.m.
Norco Elementary School	8:40 a.m.	3:50 p.m.
St. Rose Elementary School	8:40 a.m.	3:50 p.m.

Departments & Programs

Central Office (985) 785-6289

Departments

Administration.....	(985) 785-3169
Business	(985) 785-3127
Child Nutrition	(985) 785-3179
Child Welfare & Attendance.....	(985) 785-3149
Curriculum & Instruction	(985) 785-3194
Distribution	(985) 785-7212
Human Resources.....	(985) 785-3111
Maintenance.....	(985) 331-3600
Physical Plant Services.....	(985) 785-3115
Public Information	(985) 785-3104
Sales Tax	(985) 785-3125
Special Education	(985) 785-3157
Student Services	(985) 785-3142
Technology	(985) 785-3126
Transportation	(985) 785-7206

Programs

Federal Programs	(985) 785-3154
Head Start	(985) 783-6617



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HIGH SCHOOL



DESTREHAN HIGH

ABOUT: Destrehan High School was established in 1926 and moved to its present location in 1976. The main building, technology building, math building, humanities building and athletic complex are situated on 33 acres of land. The school services all students on the East Bank of the Mississippi River in St. Charles Parish, including Montz, Norco, New Sarpy, Destrehan and St. Rose.

GRADE LEVELS: 9-12

CLASSROOM TEACHERS: 103 teachers, 5 counselors

TOTAL ENROLLMENT: 1,411



Jason Madere, principal



CONTACT

www.stcharles.k12.la.us/destrehan
1 Wildcat Lane in Destrehan
(985) 764-9946

SCHOOL ZONES

Sheriff Greg Champagne welcomes
all students and teachers
back to school!

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The ABCs of SCPPS

A QUARTERLY UPDATE FROM ST. CHARLES PARISH PUBLIC SCHOOLS • JULY 2023



ACADEMICS, ATHLETICS, & THE ARTS

As a “Triple A” school system, our credo guides us in how we approach academics, athletics, and the arts. With a focus on continuous improvement, it is vital to look ahead to meet the future needs in these three areas. Upon completion of Phase I of the school board’s Long Range Plan for Physical Education and Athletic Facilities, stakeholder input was actively sought to identify future facility needs. Input from coaches, administrators, athletic directors, students, parents, and community members were considered in developing a second phase of the plan.



A student climbs a rock wall with his PE class at St. Rose Elementary School.

At its June meeting, the St. Charles Parish School Board voted to approve an approximately \$37 million Phase II of the plan to modernize, upgrade, and enhance the school system’s current PE and athletic facilities through a phased-in approach during the next six years. Improvements included in the first stage will be implemented between July 2023 and July 2025 and include:

- **Turf** installation at high school baseball and softball fields
- Athletic venue **parking lots**
- High school gym **locker room** renovations
- High school **track & field event area** upgrades
- Renovation of **gym floors** at R.K. Smith and Albert Cammon Middle Schools
- **Electronic basketball goals** for all middle schools
- **Grade field** at middle and elementary schools
- Elementary school **running tracks**
- **Bonded rubber mulch** for elementary school play equipment



DEVELOPMENTS & DIRECTION

LAFON PERFORMING ARTS CENTER USAGE: The mission of the Lafon Performing Arts Center is to provide every St. Charles Parish public school student as well as members of the River Parishes and surrounding communities with opportunities to engage in the creation and appreciation of the arts with artists from around the corner to around the globe. The center was in use 311 out of 365 days during the past year and accrued a net revenue of \$165,994 (which is reinvested into the center for programming and operating expenses). Because of the ongoing support of the community and school system, the center will be able to host four double-feature movie events, nine season shows, six family series shows, three Broadway series shows, one music festival, 96+ school performances, 280+ school rehearsals, district events, ten Satellite Center classes, and rentals for community partners in the upcoming year. For more information or to purchase tickets for upcoming events, please visit lafonartscenter.org.

EXPANDED MENTAL HEALTH PROGRAM: At its June meeting, the St. Charles Parish School Board approved expanding the school-based mental health programs throughout the system. With data indicating 48% of children experienced at least one traumatic event in their lives, it is vital for children to learn social-emotional learning competencies to mitigate negative effects and enable them to engage more while at school. While SCPPS has already implemented a behavioral health universal screening and both school and district-based social-emotional wellness teams, it is the school system’s goal to increase social-emotional learning competency strengths, decrease the number of incidents necessitating crisis response team intervention, and decrease discipline incidents, referrals, and suspensions by adding three additional mental health professional positions to our schools.



THE BULLETIN BOARD

INVESTING IN EMPLOYEES: The St. Charles Parish School Board recognizes the dedication and hard work of the employees of St. Charles Parish Public Schools. For the second year in a row, the school board voted to increase employee compensation to remain competitive in retaining current employees and attracting future ones. Beginning in the 2023-2024 fiscal year, all permanent, full-time SCPPS employees will receive a four percent pay raise in addition to a \$2,000 pay raise, and permanent, full-time SCPPS employees will receive a four percent pay raise. With this raise, the beginning teacher salary increases to \$58,284, and experienced teachers (depending upon degrees earned) have the ability to earn \$80,375 annually. Additionally, the school board voted to give all employees a one-time, \$1,500 recruitment or retention payment to be disbursed in October.

PRIORITIZING SAFETY AND SECURITY: As mentioned in a previous edition of *The ABCs of SCPPS*, Safe Havens International, Inc. provided findings of its school safety and security assessment and recommendations for consideration in April to the school board. At its June meeting, the school board approved a \$2.3 million Safety and Security Enhancement Plan to address these recommendations through a phased-in approach the next three years. Projects included in Phase I will be implemented during the 2023-2024 fiscal year and include:

- Additional elementary **School Resource Officers**
- Safety, Security, and Emergency Preparedness **Coordinator position**
- Protective **film covering** for glass in strategic locations
- Enhanced **electronic access** to facilities
- **Generator transfer switch** gear at strategic locations
- Expansion of current surveillance system to include **analytic software**
- **Stop The Bleed** (STB) kits
- Installation of additional **panic buttons**
- Enhancement of **Allied Health services**
- **Student training** modules focused on preventing suicide, self-harm, and bullying
- Enhanced remote HVAC **shutoff access**
- **Space management** training
- Campus modifications to allow for **natural surveillance** of surroundings by employees



CONFERENCE WITH THE SUPERINTENDENT



St. Charles Parish Public Schools advocates for policies and legislation that positively impact school system operations and align with our mission of providing every student high-quality educational opportunities that empower them to become enthusiastic lifelong learners. Although deemed a fiscal session, quite a number of educational bills were passed during Louisiana’s recent legislative session in addition to approval of a state-financed stipend for school system employees (\$2,000 for teachers and \$1,000 for support staff). Some of these new laws will positively affect operations, but many will hinder or add additional requirements for employees without consideration of how they impact day-to-day operations or teaching & learning. Some of the new acts to note include:

Protect Teachers Act (Act 56) provides immunity from civil liability for employees who act or fail to act in directing or disciplining students unless malicious and immunity from civil liability and criminal prosecution for employees who intervene to protect others from battery.

School Safety Act (Act 334) requires an additional safety drill, provides for bleeding control kits and in-service training relative to the crisis management and response plan, and establishes the Center for Safe Schools within the Governor’s Office of Homeland Security and Emergency Preparedness.

Act 99 allows an individual with an associate’s degree and pursuing a bachelor’s degree to teach.

Act 180 requires 30 minutes of annual instruction about organ donation to be added to an existing course at all public high schools. While well-intended, this may result in teachers having to remove something that is currently being taught to provide for this instruction.

Act 266 requires all kindergarten students to be screened for dyslexia.

Act 267 adds Financial Literacy as a required math course for graduation and TOPS.

MIDDLE SCHOOLS



HARRY HURST MIDDLE

ABOUT: Harry Hurst Middle School, formerly Destrehan Junior High, was established in 1982 on the grounds of the first Destrehan High School. Renamed in 1989 in honor of former St. Charles Parish educator and Principal Harry M. “Prof” Hurst, the school services students residing in the Montz, Norco, New Sarpy and Destrehan areas on the East Bank of St. Charles Parish.

GRADE LEVELS: 6-8

CLASSROOM TEACHERS: 52 teachers, 2 counselors

TOTAL ENROLLMENT: 701



Sean Dwyer, principal

CONTACT

www.stcharles.k12.la.us/hurst
170 Roadrunner Lane in Destrehan
(985) 764-6367





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ALBERT CAMMON MIDDLE



LaSonn Porter, principal

ABOUT: Albert Cammon Middle School is one of two schools along the River Road corridor leading into Jefferson Parish. The faculty and staff works together to create and maintain a safe and highly productive academic environment to ensure success for the students. There are many support personnel and services readily available and accessible to the school and staff.

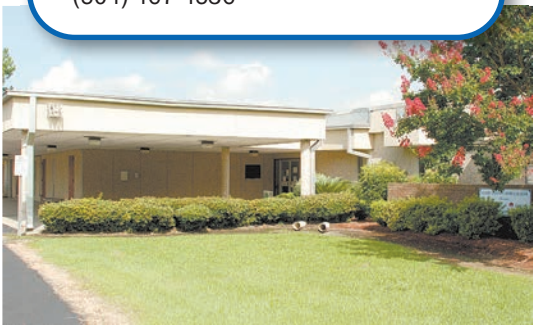
GRADE LEVELS: 6-8

CLASSROOM TEACHERS: 33 teachers, 1 counselor

TOTAL ENROLLMENT: 330

CONTACT

www.stcharles.k12.la.us/cammon
234 Pirate Drive in St. Rose
(504) 467-4536



ELEMENTARY SCHOOLS



ETHEL
SCHOEFFNER
ELEMENTARY

ABOUT: Ethel Schoeffner Elementary School opened its doors on Jan. 4, 1994. The school is named after Ethel Schoeffner, who served the St. Charles Parish school system for 48 years from 1917 - 1965, as an elementary school teacher and an elementary school principal. The school serves the communities of Destrehan and New Sarpy.
GRADE LEVELS: 3 - 5
CLASSROOM TEACHERS: 39 teachers, 1 counselor
TOTAL ENROLLMENT: 450



Vanessa Terry, principal

CONTACT

www.stcharles.k12.la.us/schoeffner
140 Plantation Road in Destrehan
(985) 725-0123



ST. ROSE
ELEMENTARY

ABOUT: St. Rose Elementary School was built in the early 1970s to serve as a kindergarten through third grade school. In 1993, St. Rose became a pre-kindergarten through fourth grade school. In 2003, St. Rose Elementary moved from its original site to the current state-of-the-art facility and now serves students in pre-kindergarten through fifth grade.
GRADE LEVELS: Pre K - 5
CLASSROOM TEACHERS: 61 teachers, 2 counselors
TOTAL ENROLLMENT: 639



Shonda Honor-Harris, principal

CONTACT

www.stcharles.k12.la.us/strose
230 Pirate Drive in St. Rose
(504) 464-9254



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ELEMENTARY SCHOOLS



NEW SARPY
ELEMENTARY

ABOUT: New Sarpy Elementary School was established in 1990. The school serves the communities of Destrehan and New Sarpy. Its mission is to provide challenging instruction to support the intellectual, physical, social and emotional growth of each student.

GRADE LEVELS: Pre K-2

CLASSROOM TEACHERS: 36 teachers, 1 counselor

TOTAL ENROLLMENT: 441



Rebecca Matherne, principal

CONTACT

www.stcharles.k12.la.us/newsarpy
130 Plantation Road in Destrehan
(985) 764-1275





NORCO
ELEMENTARY

ABOUT: Norco Elementary was originally established in 1929 and was located on Apple Street in a red brick schoolhouse. The current site was built in 1961 due to increased enrollment, and three new wings have been added since then. Its mission is to provide high quality education in a safe, nurturing environment that lays the foundation for students to become successful, productive lifelong learners.

GRADE LEVELS: Pre K-5

TEACHERS: 49 teachers, 2 counselors

TOTAL ENROLLMENT: 557



Shannon Diodene, principal

CONTACT

www.stcharles.k12.la.us/norco
102 Fifth St. in Norco
(985) 764-7079



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January 6, 2024

SONS OF SERENDIP
February 18, 2024

DERINA HARVEY BAND
March 8, 2024

FAMILY SERIES

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October 6, 2023

LPO'S HALLOWEEN SPOOKTACULAR
October 20, 2023

A VERY ELECTRIC CHRISTMAS
December 2, 2023

SUGAR PLUM PARTY
December 16, 2023

ALICE...DREAMING OF WONDERLAND
April 19, 2024

DOG MAN: THE MUSICAL
May 19, 2024

MOVEMENT SERIES

THE NUTCRACKER
December 16-17, 2023

AILEY II
February 22, 2024

LEGENDS SERIES

ELECTRIC AVENUE: THE 80'S MTV EXPERIENCE
November 4, 2023

RHINESTONE COWGIRLS
January 19, 2024

BOYS OF D63
May 4, 2024

FILM SERIES

HOLIDAY DRIVE-IN
December 9, 2023

St. Charles Parish School Board



Dr. Ken Oertling
SUPERINTENDENT
13855 River Road
Luling, LA 70070
Phone: 985-785-6289
koertling@stcharles.k12.la.us



Ellis A. Alexander
DISTRICT 1
256 Lincoln St.
Hahnville, LA 70057
Phone: 504-235-3476
ealexander@stcharles.k12.la.us



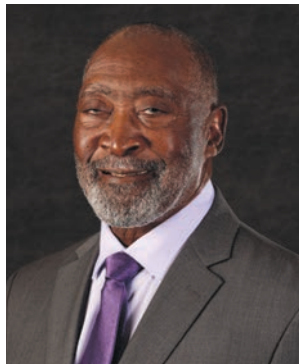
Ray Gregson
DISTRICT 2
314 Lac Cypriere Drive
Luling, LA 70070
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rgregson@stcharles.k12.la.us



Scott Cody
DISTRICT 3
20 Oakley Drive
Destrehan, LA 70047
Phone: 504-676-7129
scody@stcharles.k12.la.us



Karen L. Boudreaux
DISTRICT 4
143 Pine Street
Des Allemands, LA 70030
Phone: 504-676-7130
kboudreaux@stcharles.k12.la.us



John L. Smith
DISTRICT 5
P.O. Box 238
St. Rose, LA 70087
Phone: 504-270-8027
jsmith@stcharles.k12.la.us



Becky D. Weber
DISTRICT 6
415 Honeysuckle Drive
Norco, LA 70079
Phone: 504-676-7133
bweber@stcharles.k12.la.us



Arthur A. Aucoin
DISTRICT 7
112 Catherine Drive
Luling, LA 70070
Phone: 985-785-9866
aaucoin@stcharles.k12.la.us



Alex L. Suffrin
DISTRICT 8
108 Cypress Lane
Destrehan, LA 70047
Phone: 504-722-1404
asuffrin@stcharles.k12.la.us

Responsibilities of the School Board

The organization and administration of education in the St. Charles Parish Public School System shall be that which meets the needs of the student, the community and the society. It will also fill the purpose for which the school system was organized.

The responsibilities of the Board include:

1. Developing and adopting educational policies which are executed by the superintendent,
2. Receiving recommendations from the superintendent and his staff and making decisions involving matters such as school construction, budget priorities, additional funding, instructional programs, school calendar, personnel and insurance for all personnel,
3. Hearing final grievances within the school system,
4. Working with local, state, and national legislators in expressing and representing the views of the school community in educational matters.
5. Being available to the public for input and questioning.

2023-24 SCHEDULE OF SCHOOL BOARD MEETINGS

July 26, 2023	January 24, 2024
August 16, 2023	February 7, 2024
September 20, 2023	March 20, 2024
October 25, 2023	April 17, 2024
November 15, 2023	May 22, 2024
December 13, 2023 (5:00 p.m.)	June 19, 2024

All Board meetings typically begin at 6:30 p.m. and held at the Central Office Board Room located at 13855 River Road in Luling. Agendas can be viewed at www.boarddocs.com/la/scpps/Board.nsf/public.

ST. CHARLES BORROMEO



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GRADE LEVELS: PK3 - 7
TEACHERS: 30 teachers and 1 counselor
TOTAL ENROLLMENT: 460

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Rachel Hafford, principal

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CLASSROOM TEACHERS: 40 teachers, 2 counselors, school nurse
TOTAL ENROLLMENT: 430



Dr. Shelly Chauvin, principal

CONTACT

www.stcharlescatholic.org
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DHS, Newman among early HHS challenges

Ryan Arena Editor
ryana@heraldguide.com

Hahnville hasn't caught many breaks over the past few seasons.

Five years ago, it's quarterback was rendered ineligible just days before the start to the regular season. The next season, a holding penalty on a game-winning field goal at Zachary was called back for holding, resulting in a loss. Three years ago, HHS lost its starting running back and top wide receiver just as it entered the postseason. Two years ago, forfeits by a non-district opponent flipped the team's power rank and took the Tigers from a first round home game to on the road to start the playoffs. And last season, the team lost its starting quarterback for the season in the preseason jamboree.

While the loss of many seniors from an experienced 2022 squad will be felt, a talented young Hahnville squad will take the field in 2023 - and this team no doubt remains hungry as ever to make the kind of playoff push the program has been known for over its history.

The Tigers will need to quickly become acclimated to playing on the road, starting the season with back-to-back away games and playing away in four of its first six matchups.

The first of those will see the Tigers travel to Newman. Unlike last year, which saw experienced senior and current Texas Longhorn Arch Manning lead the Greenies to a 35-14 victory, Hahnville will have the more experienced passer in September. Ryan Gregson saw his first varsity start in that Newman game, but now has a full year of starting reps under his belt.

Newman went 9-3 last season, earning the top seed in Division III and defeating Sophie B. Wright in round two before falling in the quarterfinals to University Lab. While this year's matchup won't carry the hype that last year's did with Manning on center stage in Boutte, it's



Ryan Gregson scans the field during Hahnville's spring game against Warren Easton.

no less a matchup between two programs steeped in tradition on the Louisiana prep landscape.

Mandeville welcomes the Tigers to its home field in the second week of the season, one year after the two teams waged battle in a wild shootout, one won by Hahnville 42-41 in Boutte. That game saw a relatively low score just before halftime - it was 7-6 with 3:11 left in the second quarter and would not stay that way, with four touchdowns scored in less than three minutes of game action thereafter. Calvin Smith's rushing touchdown in overtime and a stop of a two-point conversion by the Tiger defense sealed the win.

Mandeville finished last season 4-6, but maintained strong offensive output all season and will be looking for some payback on the Skippers' home field.

Hahnville returns to Boutte for its home opener in Tiger Stadium Week 3, as Northshore visits. And while Northshore and Mandeville are local rivals to one another, their two games with Hahnville could not have been more different: the Tigers earned a 17-10 win over the Panthers last season in a defensive slugfest.

Northshore went 8-4 in 2022, earning the No. 13 seed and beating Salmen round one before falling in round two to fourth-seeded Southside.

Everyone will have Week 4 circled, as Hahnville hosts archrival Destrehan.

The Tigers will be seeking their first win over DHS since Hahnville's Superdome and district championship season in 2017. To do so they'll have to beat a different Destrehan team than the one that took the field for its unbeaten state championship run in 2022, but one still blessed with a wealth of talent and top prospects.

DHS will enter the season on a 14-game winning streak, and only time will tell if that number climbs to 17 by the time this matchup happens: if so, the Tigers would no doubt like nothing better than a chance to end that streak in Tiger Stadium - and to begin District 7-5A play 1-0.

In Week 5, Hahnville travels to East St. John. Last

season, ESJ defeated the Tigers 33-24 at Tiger Stadium, one win on the way to a 10-3 season and quarterfinalist finish. In that quarterfinal, East St. John came the closest of anyone to stopping Destrehan from its championship run, a potential two-point conversion pass completion away from ending things then and there.

ESJ has won the past three meetings with Hahnville. These matchups have turned into some wild games over the years, even when compared to other River Region rivalries.

Hahnville travels to Thibodaux next in Week 6 in a battle of the Tigers. HHS handled Thibodaux 49-20 last season, though THS picked up steam in the final weeks of the regular season following that game, winning its next three. THS went 4-6 last season overall and 3-3 in district play.

It's a break from District 7-5A competition for the first time since Week 3 for Hahnville in the Tigers' next game - and a River Parishes showcase. Lutchter visits HHS in Week 7 as both teams have a district bye. LHS bested HHS 35-14 last season on route to a 13-2 record and the Division II non-select state championship and will no doubt bring a stern challenge for the Tigers once again.

Hahnville remains home in Week 8, where it meets up with H.L. Bourgeois, back in district competition. Bourgeois went 1-9 last season and fell to Hahnville 51-7 at home last year.

The Tigers will wrap up a three-game home stand in Week 9 with Central Lafourche, another retooling squad after a 2-8 season a year ago. HHS bested Central 49-17 in last season's matchup.

Week 10 opponent Terrebonne had a strong start to its 2022 campaign, going 3-2 before stumbling down the stretch to five straight losses, including a 27-7 loss to Hahnville. Terrebonne will look to continue building under head coach and former West St. John star Tyler Lewis, who led an improvement for a program that went 1-6 two years ago.



Calvin Smith carries for Hahnville.



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Kahlil Turner Lifestyles Editor
kturner@heraldguide.com

The St. Charles Parish Parks and Recreation department recently announced its partnership with SuperTots New Orleans to bring football and volleyball programs for toddlers, with activities beginning in August.

“This is the first time St. Charles Parish has offered programming for kids as young as 2.5 years and really focusing on this 2.5 to 4.5 [years old] age group,” Alissa Cavaretta, Assistant Director of Parks and Recreation said.

The program is being put on for the parish by Skyhawks Sports Academy, which markets itself as a national leader in youth sports programming using its two program brands: Skyhawks and SuperTots. SuperTots first came to the New Orleans area in 2021 via a franchise, expanded quickly, and currently serves 3,000 local children annually.

“This initiative will be a springboard for our young athletes and will help to instill active lifestyles and shape our children into well-rounded individuals,” Parks and Recreation Director Duane Foret said.

Registration began Saturday, July 15 at a cost of \$124 per participant per season. The initial class offerings were expected to fill up quickly with most spots already filled at time of press. Cavaretta said Parks and Recreation does plan to offer additional SuperTots classes later if officials continue to see high demand from

area residents.

The football program, known as 1st-DownTots, will take place Tuesdays at the West Bank Bridge Park Field 10, running from August 22 to September 26. The volleyball program, known as VolleyKats, will be held on Thursdays at the Edward A. Dufresne Community Center from August 24 thru September 28. Each football and volleyball program will break down into two groups in two time slots, based on age of the child.

“Each class size is very small, simply due to the fact of the kids age for safety reasons, the amount of teachers or coaches that they need per kid – it’s very tailored to all of those factors,” Cavaretta said.

Talks to start this new program began last year, Cavaretta said, in an effort to find the best tailored solutions for parish residents; efforts to start the program began to ramp up in the fall, leading to the formal release of the new program in late summer. Skyhawks Sports Academy had begun expanding rapidly in the New Orleans area the last two years, which is how the Parks and Recreation Department officials first became aware of the program. Cavaretta said the Parks and Recreation department started seeing an increase of St. Charles Parish residents looking for the program locally, given it is geared towards any toddler.

“That is one of the keys of their programming – it’s for any kid; it doesn’t



matter the gender of the child,” Cavaretta said. “It really is just to start getting the kids into mobility, agility, balance, speed techniques that they might be able to start seeing as they continue to age and progress within the sport, and also get them used to being in a classroom and social setting.”

Owners of the local Skyhawks franchise said expanding into St. Charles Parish made sense, as they started seeing an increase in St. Charles Parish parents traveling to other areas in order to access the program.

“Recognizing the tremendous potential and demand, we knew this was a region we wanted to extend our reach to,” Caroline Barry, co-owner of SkyHawks & SuperHawks New Orleans, said.

For parents interested in learning more information on the SkyHawks and the SuperTots program, visit St. Charles Parish Parks and recreation online at scpparksandrec.com, Facebook (@scpparksandrec) or Instagram (@scpparksandrec).

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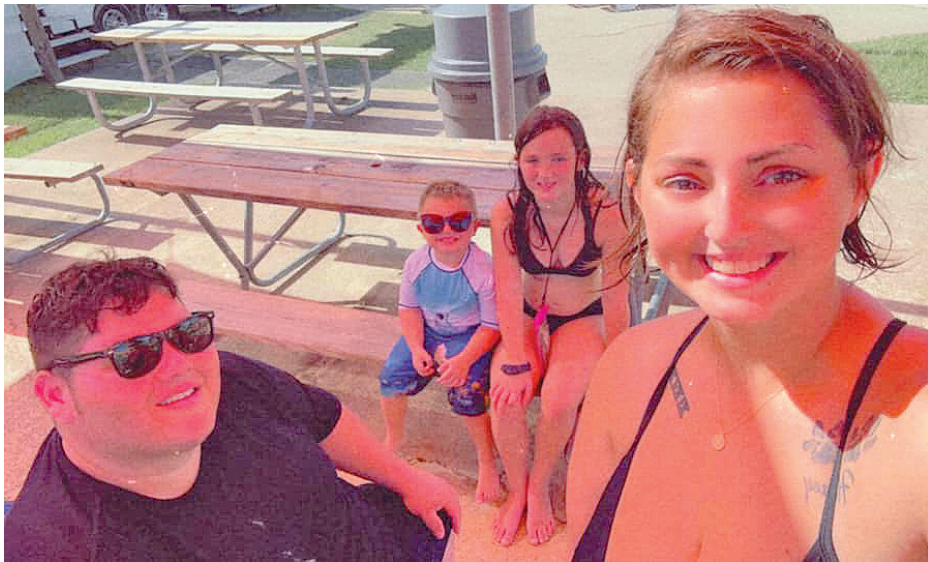
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Devereaux Poche enjoyed his snowball



Owen and Paxton Robert enjoy the summer



Tatum enjoys some sushi



Kimber and Harper at an anniversary party



Luke as Indiana Jones



The Smiths on vacation in Alaska



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Virginia Nabut

Alia's birthday picture

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Penelope, Lyndsey and Olivia

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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:

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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.

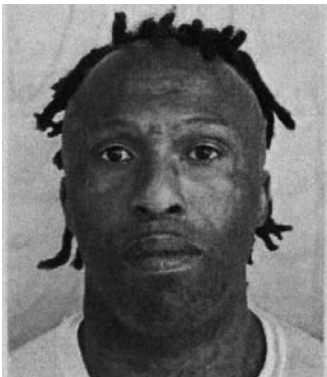
2023-11-MIN requested by **David & Monette Millet** for a lot line adjustment requiring a variation from geometric standards, **110 Villere Place, Destrehan**. Zoning District R-1B. Council District 3.

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 EXERIENCED 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, Mimosa 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, Mimosa 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 retorsión 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-
GIONS 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, T4S, 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 Counthouse 15045 Highway 18 P.O. Box 302 Hahnville, LA 70057 985-783-5000 www.stcharlesparish.gov
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	
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 Palamone, Executive Director of Technology and Cybersecurity Anthony Ayo, Director of Communications/Public Information Officer Samantha de Castro, Finance Director Grant Dussom, Public Works Assistant Director Brandon Bernard, Wastewater Director David deGenares, Planning & Zoning Director Michael Albert, Economic Development & Tourism Director Corey Fauchaux, 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 Pilie, 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 not withstanding, 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. 2023-0155 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 Pilie, 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 Pilie, 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, Nelda 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. Nelda 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 an 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, 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 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:

1) Contract Item 203-02: Settlement Plate
Delete item in its entirety. (- \$828.00).

2) 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:

1) 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:

1) 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).

2) Contract Item 203-01: Cleaning Existing Ditches
Increase quantity from 100 L.F. to 185 L.F. (+\$2,923.15).

3) Contract Item 203-03: Plastic Soil Blanket
Increase quantity from 40 C.Y. to 46.9 C.Y. (+\$10,191.30).

4) Contract Item 203-04: Geotextile Fabric
Delete remaining unused contract quantity. Decrease quantity from 350 S.Y. to 318 S.Y. (-\$378.56).

5) 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).

6) Contract Item 714-01: Seeding
Delete remaining unused contract quantity. Decrease quantity from 250 S.Y. to 222.22 S.Y. (-\$981.75).

7) Contract Item 715-01: Topsoil
Delete remaining unused contract quantity. Decrease quantity from 850 C.Y. to 67.0 C.Y. (-\$83,178.09).

8) 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).

9) 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).

10) 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).

11) 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. 1) Owner removed settlement plates from this project allowing this line item to be deleted.
2) The work item "Dam Removal and Replacement (Each Add. Occurrence)" was not used and can be eliminated from the contract.
- B. 1) 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. 1) 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.
2) 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.
3) 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.
4) 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.
5) 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.
6) 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.
7) 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.
8) 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.
9) 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.
10) 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.
11) 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: [Signature] APPROVED: [Signature] ACCEPTED: [Signature]

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, 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 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, which ever event occurs first.

12.0 INSURANCE

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

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

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

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

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

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

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

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

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

13.0 INDEMNIFICATION

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

14.0 WARRANTY

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

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

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

15.0 EXCLUSIVE JURISDICTION AND VENUE

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

16.0 COMPLIANCE WITH FEDERAL AND STATE LAWS

CONSULTANT further agrees to comply with federal and state laws.

17.0 OTHER

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

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

WITNESSES:

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

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, bedding, levee stability, 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).

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

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

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:

- a. The total compensation for basic services as described in Attachment A is estimated to be \$47,900.00.
- a. 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. RECEBI23), in the not to exceed amount of \$293,500.00.¹

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. RECEBI23) 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 Dupontato
DLVD/PARISH PRESIDENT: July 11, 2023
APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell
RET/SECRETARY: July 11, 2023
AT: 3:05pm REC'D 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. RECEBI23 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. RECEBI23

- 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.
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- 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.

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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
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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.

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- 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.

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

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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.

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

16.0 OTHER

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

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

WITNESSES:

Kay Morley

Billy Raymond

ST. CHARLES PARISH

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

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.

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:

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:

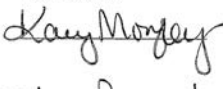
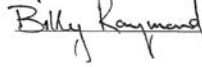
- a. Assist OWNER in advertising for and obtaining bids or proposals for the Work, assist OWNER in issuing assembled design, contract, and bidding-related documents to prospective CONTRACTORS, and, where applicable, maintain a record of prospective CONTRACTORS to which documents have been issued, pre-bid 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.

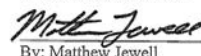
D. CONSTRUCTION PHASE

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.

WITNESSES:

ST. CHARLES PARISH

By: Matthew Jewell
Parish President
7/11/23
Date:

- Evaluate and determine the acceptability of substitute or “or-equal” materials and equipment proposed by CONTRACTOR.
- i.

Prepare all necessary documentation required for construction RFIs (Requests for Information/Interpretation), Change Orders, and Work Change Directives.
- j.

Attend Council meetings and other meetings necessary to discuss issues associated with the project.
- k.

Record Drawings: The CONSULTANT shall furnish reproducible “RECORD” drawings, based on information provided by the CONTRACTOR, both printed on full size paper as well as electronically via AutoCAD.
- l.

Receive from CONTRACTOR, review, and transmit to OWNER maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents
- m.

Make visits to the Site at intervals appropriate to the various stages of construction, as CONSULTANT deems necessary, to observe as an experienced and qualified design professional the progress of CONTRACTOR’s executed Work.
- n.

Perform Substantial Completion walk through, generate Substantial Completion recommendation and accompanying Punch List. Perform final inspection and make a recommendation for acceptance.
- o.

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

PART 2 – ADDITIONAL SERVICES

A. SURVEY

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

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

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

Data Collection and Processing:

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

Project Control:

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

Survey Data Deliverables:

1. A complete survey package as described below must be submitted by assembling all the appropriate electronic information used to conduct the survey. These documents should indicate the following (where applicable) for project control monuments:

a.

Designation - the “name” of the mark used.

b.

CORS Identifier - the mark is either a Continuously Operational Reference Station (CORS) or is associated with one.

c.

PID - Permanent Identifier

d.

GEOID – Geoid model used (ex. 12B)

e.

Epoch – ex. 2010

f.

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

g.

Orthometric Height – Z (Feet)

h.

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

i.

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

j.

Horizontal and vertical accuracy

k.

Units

l.

Scale factor

B. GEOTECHNICAL INVESTIGATION

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

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

C. PERMITTING

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

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

3. LA Wildlife & Fisheries (Scenic Rivers permit)
4. LA Department of Health (LDH)
5. LA Department of Environmental Quality (LDEQ)
6. Cultural Resources
7. Railroad Permitting

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

D. RESIDENT PROJECT REPRESENTATIVE (RPR)

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

The duties and responsibilities of the RPR are as follows:

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

a.

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

b.

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

c.

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

d.

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

ATTACHMENT “B”
PROJECT SCHEDULE

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:

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

Time for Completion

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

Principal	\$365
Supervisor - Other	\$292
Supervisor - Engineer	\$251
Surveyor	\$178
Engineer	\$158
Inspector - Bridge	\$136
Biologist/Wetlands	\$133
Senior Technican	\$122
CADD - Operator	\$115
CADD Technician	\$108
Project Office Manager	\$104
Engineering Intern	\$98
Construction Inspector	\$85
Construction Inspecor- 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: Bob Bellino
SECRETARY: Michelle Empatador
CLVD/PARISH PRESIDENT: July 11, 2023
APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell
RET'D/SECRETARY: July 11, 2023
AT: 3:05pm RECD 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:

Phase of Work	Initial Contract Fee	Amend No. 1 Increase	Amend No. 2 Increase
4.1.1 Preliminary Engineering	\$55,013.00	\$20,240.00	N/A
4.1.2 Final Engineering	\$73,350.00	\$26,988.00	N/A
4.1.3 Bidding Assistance	\$4,584.00	\$1,687.00	N/A
4.1.4 Construction Phase	\$45,844.00	\$4,325.00	N/A
4.1.5 Residential Inspection	TBD	TBD	\$111,500.00
Printing Costs	\$4,584.00	\$1,687.00	N/A
Totals	\$183,375.00	\$54,927.00	\$111,500.00
Overall Contract Total	\$183,375.00	\$238,302.00	\$349,802.00

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

Witnesses:

Kayla Mayberry
Billy Raymond

ST. CHARLES PARISH

By: Matthew Jewell
Matthew Jewell
Parish President

Date: 7/11/23

PICCIOLA & ASSOCIATES, INC.

By: _____
Joseph C. Picciola, II, P.E.
President

Date: _____

PICCIOLA & ASSOCIATES, INC.

RATE SCHEDULE

JANUARY 1, 2023

OFFICE PERSONNEL

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

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

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:	
8¼"x11 Black Line Charge	\$ 2.00 each
8¼"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: Bryl Billings
SECRETARY: Michelle Dupont
DLVD/PARISH PRESIDENT: July 11, 2023
APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell
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 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

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

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

- 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, which ever event occurs first.

12.0 INSURANCE

12.1 The Consultant shall secure and maintain at his expense such insurance that will protect him and the Owner, from claims under Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from performance of services under this Agreement. Insurance for bodily injury or death shall be in the 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

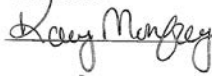
CONSULTANT further agrees to comply with federal and state laws.

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:


Billy Raymond

ST. CHARLES PARISH


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 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.

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 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

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

PARISH PRESIDENT: Matthew Jewell
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, which ever event occurs first.

12.0 INSURANCE

- 12.1 The Consultant shall secure and maintain at his expense such insurance that will protect him and the Owner, from claims under Workmen’s Compensation Acts and from claims for bodily injury, death or property damage which may arise from performance of services under this Agreement. Insurance for bodily injury or death shall be in the 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:

- Established baselines and temporary benchmarks along the project corridor and specified datums used,
- Utilities as shown after contacting Louisiana One Call,
- Descriptions, locations, depths, and sizes of all pipes within the project,
- Descriptions, locations, diameters of all trees within the project,
- Ground elevations within the project limits to properly develop contours,
- Locations of all buildings, fences, and other structures,
- Cross sections along roadways at 100-foot intervals minimum,
- Cross sections along ditches at 50-foot intervals minimum,
- 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:

- 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:

- 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.
- 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.
- All existing monuments used in the establishment of the project control network must have documentation as described above.
- 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:

- 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:
 - Designation - the "name" of the mark used.
 - CORS Identifier - the mark is either a Continuously Operational Reference Station (CORS) or is associated with one.
 - PID - Permanent Identifier
 - GEOID – Geoid model used (ex. 12B)
 - Epoch – ex. 2010
 - Latitude/Longitude – X,Y; Northing/Easting; State Plane Louisiana South FIPS1702 (Feet)
 - Orthometric Height – Z (Feet)
 - Horizontal Datum – ex. coordinates in North American Datum (NAD 1983)
 - Vertical Datum – ex. North American Vertical Datum (NAVD 88) elevation (if measured)
 - Horizontal and vertical accuracy
 - Units
 - 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:

	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.

- 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:

- The total compensation for Survey services is to be \$41,640.00.
- The amounts billed for CONSULTANT's services under this Agreement will be based on the cumulative hours charged to the Project during the billing period.
- 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/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

- 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

- 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.

- 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.
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- 8.0

PAYMENTS
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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.
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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.
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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.

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Timesheets for all hours invoiced.

c.

Invoice copies, logs or other substantiation of non-salary expenses.
- 8.7

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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.
- 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

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- 11.1

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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.
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The Consultant shall, as soon as practicable after receipt of notice of termination, submit a statement showing in detail the services performed and payments received under this Agreement to the date of termination.
- 11.4

The Owner shall then pay the Consultant promptly that portion of the prescribed fee to which both parties agree.
- 11.5

Consultant fully acknowledges that no payment will be made for any work performed or expenses incurred after receipt of the termination by either party unless mutually agreed upon in writing.
- 11.6

Failure to meet agreed delivery dates or authorized extensions are considered substantial failures and breach of this contractual agreement by Consultant.
- 11.7

This agreement shall automatically terminate upon satisfactory completion of all services and obligations described herein or three (3) years from the date of its execution, which ever event occurs first.
- 12.0

INSURANCE
- 12.1

The Consultant shall secure and maintain at his expense such insurance that will protect him and the Owner, from claims under Workmen’s Compensation Acts and from claims for bodily injury, death or property damage which may arise from performance of services under this Agreement. Insurance for bodily injury or death shall be in the 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

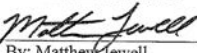
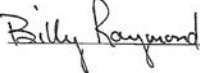
Consultant warrants that it will perform its design services with the degree of skill and to the standard of care required of the consulting profession to meet all Federal, State and Local requirements.
- 14.2

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
- 
Date: 7-11-23

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

- 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

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:

- 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:
 - Permit Drawings and Application Assistance \$23,760.00
 - Design and Drawings \$24,896.25
- The amounts billed for CONSULTANT's services under this Agreement will be based on the cumulative hours charged to the Project during the billing period by each class of CONSULTANT's employees times Standard Hourly Rates for each applicable billing class, plus CONSULTANT's SUBCONSULTANT's charges.
- The Standard Hourly Rates charged by CONSULTANT constitute full and complete compensation for CONSULTANT's services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include CONSULTANT's SUBCONSULTANT's charges.
- CONSULTANT's Standard Hourly Rates are attached to this Agreement as Attachment C-1.

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. WBSP2112) 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. WBSP2112) 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: ✓ 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: WBSP2112

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 thereby 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:

- (\$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
Matthew Jewell
Title: Parish President

CONTRACTOR
By: Todd Heidingsfelder
Todd Heidingsfelder
Title: President

ATTEST:
By: Billy Raymond
Title: Deputy CAO

ATTEST:
By: Deena 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,

WHEREAS, 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: B. Billings
SECRETARY: D. Michelle Dupont
DLVD/PARISH PRESIDENT: July 11, 2023
APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: July 11, 2023
AT: 5:05pm RECD BY: [Signature]

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:
Larry Monney
Billy Raymond

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

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 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.

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 Technican	\$122
CADD - Operator	\$115
CADD Technician	\$108
Project Office Manager	\$104
Engineering Intern	\$98
Construction Inspector	\$85

Construction Inspecor- 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 19th 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: ✓ 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: ✓ 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

	2021	2022	2023	% Change Last Adopted vs Proposed Budget	% Change Projected Actual vs. 2022
REVENUES:					
Transfers:					
Ad Valorem taxes	\$ 32,206,050	\$ 30,144,018	\$ 30,324,412	5.31%	13.32%
Sales taxes	31,129,413	16,913,737	40,119,603	15.17%	0.00%
Other taxes	1,453,330	1,322,850	1,412,250	8.25%	-1.38%
Intergovernmental revenues	14,312,343	12,711,469	14,211,253	-31.96%	28.32%
Fees, charges, and commissions	970,702	972,050	896,682	-17.01%	11.55%
Fines and forfeitures	78,003	319,839	806,661	6.88%	-6.93%
Investment earnings	767,800	767,800	820,660	6.88%	-6.93%
Interest on bonds	1,191,501	1,276,782	1,412,609	214.27%	-73.32%
Total Revenues	92,141,150	87,311,085	124,556,663		
EXPENDITURES:					
Personal Services	34,941,116	30,403,210	34,021,319	-14.69%	10.36%
Capital Outlay	39,000,000	39,000,000	39,000,000	-3.54%	-10.36%
Debt Service	6,231,699	5,707,846	5,707,846	-8.34%	9.02%
Other Charges	1,066,466	832,203	783,253	-4.09%	20.46%
Dock Service	1,485,335	2,110,402	2,137,603	1.50%	-37.89%
Capital Outlay	17,640,539	9,096,556	15,437,223	-48.32%	11.6143%
Intergovernmental	105,331,242	178,536,409	189,844,937	-45.27%	183.35%
Total Expenditures	(119,597,997)	(91,653,653)	(131,335,232)		
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES					
OTHER FINANCING SOURCES (USES):					
Transfer in	14,900,351	24,570,543	83,851,500	-20.80%	-15.80%
Transfer out	(17,020,921)	(24,408,043)	(24,408,043)	-33.13%	-24.19%
Proceeds from the sale of assets	791,153	80,000	183,237	30.35%	-24.19%
Compensation for delinquent assets	2,170	32,656,851	12,856,851	0.00%	0.00%
Bond Proceeds	(1,262,637)	(1,257,500)	38,402,478	0.00%	0.00%
Total Other Financing Sources	(14,482,234)	(9,382,555)	(9,382,254)		
Net change in Fund Balance	134,966,613	109,660,467	108,846,334		
Fund Balance - Beginning	\$ 118,508,399	\$ 16,277,913	\$ 27,914,130		
Fund Balance - Ending					

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: July 11, 2023
APPROVED: [Signature] DISAPPROVED:

PARISH PRESIDENT: [Signature]
RET/SECRETARY: July 11, 2023
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 construction 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

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: July 11, 2023
APPROVED: [Signature] DISAPPROVED:

PARISH PRESIDENT: [Signature]
RET/SECRETARY: July 11, 2023
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

Abstent None

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

Under Special Business, Mr Keith Dacus announced 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 Blauveau, 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-Havia, 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 Toribio, 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 Patients by Care Type

Ms Tara Allemen 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 Planing Commission of St. Charles Parish and recorded on February 6, 2001, in the conveyance as Entry No. 250871, COB 581/512; subject to restrictions, servitndes, 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

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 nighty 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 Trahant
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 Court-house 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 porlion of Ormond Plantation, Section 11, Tmynship 12 South, Range 8 East, designated as a portion of what formerly Lot No. 3 and more fully described on a plan of subdiviston 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./W (side) now or formerly A.A. Schcxnaydre Property, Cedar Lane and River Point Drive, Lot G2 commences thence one thousandl 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 (118.8T) 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-tcmding 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