

ST. CHARLES PARISH PUBLIC NOTICES



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



La Sandra D. Wilson
Councilwoman, District I
985-240-0213
lgordon@stcharlesgov.net



Heather Skiba
Councilwoman, District II
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Walter Pilié
Councilman, District III
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Bob Fisher
Councilman, District VI
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Michele deBruler
Councilwoman, District VII
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mdebruler@stcharlesgov.net



Michael A. Mobley
Councilman-At-Large,
Division A
985-603-4111
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Holly Fonseca
Councilwoman-At-Large,
Division B
985-240-0031
hfonseca@stcharlesgov.net

Public Notice

INVITATION TO BID Sealed bids will be accepted until 2/22/2024 at 6 PM for Fire Truck at 216 Adams Street Killona, La. 70057. Bid forms and specifications may be obtained by visiting the Fire Department at 216 Adams Street, Killona, LA 70057. Bids must be submitted in accordance with LA State Purchasing Rules and Regulations and within the terms and conditions set forth in the bid.

Publish: February 8 & 15, 2024

Public Notice

PUBLIC NOTICE
(NOTICE OF INTENTION TO INTRODUCE BILL.)

Public notice is hereby given that there may be introduced at the session of the Legislature to be convened on March 11, 2024, a bill relative to the Lafourche Basin Levee District, and to provide for related matters.

Publish: February 8 & 15, 2024

Public Notice

ST. CHARLES PARISH
ZONING BOARD OF ADJUSTMENT

THE ST. CHARLES PARISH ZONING BOARD OF ADJUSTMENT WILL MEET ON FEBRUARY 15, 2024 AT 6:00 P.M. IN THE COUNCIL CHAMBER OF THE PARISH COURTHOUSE LOCATED AT 15045 RIVER ROAD, HAHNVILLE TO HEAR:

2024-1-ZBA requested by **Biles Investment LLC** to waive spatial requirements at **130 Gourgues Street, Hahnville**. Zoning District R-1A. Council District 1.

2024-2-ZBA requested by **Connie Boudreaux** to reduce the required rear yard setback for a patio addition at **200 Country Cottage Boulevard, Montz**. Zoning District R-1A. Council District 6.

2024-3-ZBA requested by **Ronald Jacob Jr.** to waive the fencing requirement for a swimming pool at **108 Kerry's Pointe East, Des Allemands**. Zoning District R-3. Council District 4

ALTERNATE DATE: 2/22
PUBLISH 2/1, 2/8, 2/15

Public Notice

SECTION 00010

ADVERTISEMENT FOR BIDS

The Parish of St. Charles, hereby advertises bids for construction of Willowdale Turn Lane, Project No. P230804 as follows:

Owner: St. Charles Parish

Project Title: WILLOWDALE TURN LANE

Project No.: P230804

Principal Work Location: The Contract Work will be located on Willowdale Blvd from its intersection with US 90 up to around 500 feet from this intersection in St. Charles Parish, Louisiana.

Description of Basic Work: The Contract Work comprises of widening the existing asphalt road to add a right turn lane at the intersection of Willowdale Blvd. and US 90. This work will include a mill and overlay as well as guard rail removal and replacement with asphalt guardrail pads on Willowdale Blvd. in St. Charles Parish, Louisiana.

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 March 5, 2024**. 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, Digital Engineering & Imaging, Inc., 527 W. Esplanade Avenue Suite 200 Kenner, LA 70065; Phone; (504) 468-6129.

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 February 22, 2024 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, February 08, 2024
Thursday, February 15, 2024
Thursday, February 29, 2024

Public Notice

SECTION 00 10 00 – ADVERTISEMENT FOR BIDS

Project Title: SCPH Parking Master Plan St. Charles Parish Hospital
Owner: St. Charles Parish Hospital, Managed by Ochsner Health
Description: Renovation to existing parking lots and the construction of 2 new outdoor parking lots attached to existing lots at St. Charles Parish Hospital.
Location: 1057 Paul Maillard Road, Luling, LA 70070

Sealed bids will be received until the hour of **2:00 PM CST, on February 29, 2024** by St. Charles Parish Hospital District #1 in the Pelican Room, 1057 Paul Maillard Rd., Luling, LA 70070 and all bids will be publicly opened and read.

SCPH Parking Master Plan St. Charles Parish Hospital

To Obtain Bidding Documents:

Licensed General Contractors or their agent may obtain one (1) set of the complete bidding documents from Rozas-Ward Architects, 1100 Poydras St., Ste. 3550, New Orleans, LA 70163. Contractors shall call ahead at (504) 523-4375 to coordinate pick-up.

Alternatively, bid related materials may be found online and electronic bids may be submitted at WWW.CENTRALBIDDING.COM

Bidding documents will only be issued to licensed contractors or their authorized representatives. No bidding documents will be issued later than 24 hours prior to the date and time set for the bid opening. **Late bids will not be accepted.**

Bids received in violation of LSA-R.S. 37:2163 (failure to provide contractor's license number on the bid envelope) shall be stamped "Rejected", returned unopened to the bidder and shall not be read aloud.

Contractors are provided the option to submit bid for public contracts through a uniform and secure electronic interactive system: WWW.CENTRALBIDDING.COM Comply with electronic bidding as stated in the Louisiana Bid Law 2212.1.

Sealed bids must have project name boldly displayed on outside of envelope.

Each bid must be accompanied by certified check, cashier's check or bid bond made payable to St. Charles Parish Hospital and acceptable to the owner in the amount equal to five (5%) of the total amount bid, including all alternates, and payable without condition to the owner as guarantee that the bidder, if awarded the contract, will promptly execute a contract in accordance with his/her proposal and all terms and conditions of the contract documents. A bid bond shall comply with LSA-R.S. 38:2218(B) and 38:2219, as applicable. The owner reserves the right to reject any and all bids, waive formalities and to reject non-conforming, non-responsive, unbalanced or conditional bids or bids submitted by non-responsible parties pursuant to the law. **Bids which deviate from the project plan and specifications will not be considered.**

SCPH Parking Master Plan
St. Charles Parish Hospital District #1
1057 Paul Maillard Rd.
Luling, LA 70070

A Mandatory Pre-Bid Conference will be held on **02/06/2024 at 2:00 PM CST** located in the Pelican Room, 1057 Paul Maillard Rd., Luling, LA 70070. Walk through of area will follow. Please note that attendees arriving later than **2:05 PM** will not be granted admittance to the meeting. Bids received from Contractors who did not attend the mandatory pre-bid conference will not be considered.

Published in the Bids and Proposal Section of the Herald Guide Newspaper on **02/01/24, 02/08/24 and 02/15/24.**

Public Notice

**ORDINANCES AND RESOLUTIONS
INTRODUCED FOR PUBLIC HEARING
BY THE ST. CHARLES PARISH COUNCIL,
ON MONDAY, FEBRUARY 19, 2024,
6:00 P.M., COUNCIL CHAMBERS, PARISH
COURTHOUSE, 15045 RIVER ROAD,
HAHNVILLE:**

2024-0066 (2/5/24, Jewell, B. Messerly)

An ordinance approving and authorizing the execution of Change Order No. 1 for AHU-5 HVAC System Replacement (Project No. GB-AC-0220), to decrease the contract amount by \$3,034.00.

2024-0069 (2/5/24, Jewell, M. Bingham)

An ordinance approving and authorizing the execution of Amendment No. 2 to Ordinance No. 23-5-2 which approved the Professional Services Agreement with Alpha Testing and Inspection, Inc. for additional testing services for the Hydraulic Bottleneck Near Destrehan P.S. No. 2 (Project No. P190507), in the not to exceed amount of \$25,000.00, bringing the overall agreement amount to \$70,000.00.

2024-0070 (2/5/24, Jewell, D. deGeneres)

An ordinance approving and authorizing the execution of a Professional Services Agreement with Triton Controls & Engineering, Inc., to perform engineering services for the Wastewater PLC Upgrade (Project No. S240101), in the amount not to exceed \$156,778.00.

PUBLISH: February 8, 15, 2024

Public Notice

The River Road Historical Society is applying to the St. Charles Parish Sheriff's Office for a permit to conduct the **2024 Destrehan Plantation Spring Garden & Pet Show** to be held at 13034 River Road, Destrehan, LA 70047 on April 20 & 21, 2024 in the parish of St. Charles. Alcohol will be served at the event. The times of the festival are:

Saturday, April 20, 2024, 9:00am till 4:00pm
Sunday, April 21, 2024, 9:00am till 4:00pm

Publish on February 8, 2024 & February 15, 2024

Public Notice



I, **Kimberly Lorraine Naquin**, have been convicted of Carnal Knowledge of a Juvenile. Date of Conviction: 03/13/2017 and Prohibited Sexual Conduct between Educator and Student, Date of Conviction 03/13/2017. My address is: 6 Stanton Hall Dt, Destrehan, La. 70047.

RACE: White
SEX: Female
DOB: 06/29/1989
HGT: 5'2"
WGT: 150
HAIR COLOR: Brown
EYE COLOR: Brown

PUBLISH: February 8 & 15, 2024

Public Notice



I, **Justin M. Simmons**, have been convicted of Video Voyeurism. Date of Conviction: 01/25/2024. My address is: 159 Thoroughbred Ave., Montz, La. 70068.

RACE: White
SEX: Female
DOB: 01/24/2001
HGT: 5'6"
WGT: 197
HAIR COLOR: Black
EYE COLOR: Hazel

PUBLISH: February 8 & 15, 2024

Public Notice



St. Charles Parish Public Schools
January 2024

Advertisement for Request for Proposals for
Disinfecting Program Services

Sealed proposals will be received at the St. Charles Parish School Board Office of Physical Plant Services, 13855 River Road Luling, La. 70070 until 12:00pm local time on Tuesday, March 5, 2024. All proposals received will be taken under advisement as submitted by the assigned date in the Dufresne Conference Room. All requirements must be addressed in your proposal. Non-responsive proposals will not be considered. Failure to follow these instructions could result in disqualification of the proposal. St. Charles Parish Public School Board Office reserves the right to reject any and all proposals.

Proposal documents are also available at www.stcharles.k12.la.us under "Resources," select "Online Bids, & RFPs."

Advertising dates in the Herald-Guide, official journal of St. Charles Parish Public School Board Office, shall be:

Thursday, February 1, 2024
Thursday, February 8, 2024
Thursday, February 15, 2024

The St. Charles Parish School Board reserves the right to reject any and all proposals.

St. Charles Parish School Board
Ellis Alexander, School Board President
Dr. Ken Oertling, Superintendent
13855 River Road
Luling, LA 70070

Public Notice



ADVERTISEMENT FOR
REQUEST FOR PROPOSALS

Sealed Proposals will be received at the St. Charles Parish Public School Board Office of Physical Plant Services, 13855 River Road Luling, LA until 12:00 p.m. local time Tuesday, March 5, 2024. All proposals received will be taken under advisement on the assigned date in the Board Room at the St. Charles Parish School Board Office. Late proposals will not be accepted.

CONTRACTED WASTE MANAGEMENT SERVICES
FOR THE SCHOOL DISTRICT

A mandatory meeting will be held on Friday, February 23, 2024 at 8:00 a.m. in the Dufresne Conference Room at the St. Charles Parish School Board Office, 13855 River Road, Luling, LA.

Documents may be obtained free of charge by contacting the office of Andrew Mire, Project Manager, Physical Plant Services at St. Charles Parish Public Schools, 13855 River Road, Luling, LA 70070. Call (985) 785-3105 for documents or questions.

Proposal documents are also available at www.stcharles.k12.la.us under "Resources," select "Online Bids and RFPs."

Advertising dates in the Herald-Guide, official journal of St. Charles Parish Public Schools, shall be:

Thursday, February 1, 2024
Thursday, February 8, 2024
Thursday, February 15, 2024

The St. Charles Parish School Board reserves the right to reject any and all proposals.

St. Charles Parish Public Schools
Ellis Alexander, Board President
Dr. Ken Oertling, Superintendent

Public Notice



Advertisement for Proposals

Sealed Proposals will be received at the St. Charles Parish Public School Board Office of Physical Plant Services, 13855 River Road Luling, LA until 12:00 p.m. local time Tuesday, March 5, 2024. All proposals received will be taken under advisement on assigned date in the Dufresne Conference Room at the St. Charles Parish School Board Office. Late proposals will not be accepted.

Contracted Custodial Services at Various District Sites

A mandatory site inspection will be held on the following date:

Wednesday, February 21, 2024: 8:00 a.m.
Dufresne Conference Room: 13855 River Road, Luling, La. 70070
8:30 a.m. – Central Office Complex
9:00 a.m. – Maintenance Facility
945 a.m. – Dr. Rodney R. Lafon Performing Arts Center
12:30 p.m. – Media Center
1:30 p.m. – Lakewood Elementary
2:30 p.m. – West Bank Pupil Appraisal
3:00 p.m. – R.J. Vial Elementary

Thursday, February 22, 2024: 9:00 a.m.
Dufresne Conference Room: 13855 River Road, Luling, La. 70070
9:30 a.m. – Albert Cammon Middle
10:30 a.m. – St. Rose Elementary
12:30 p.m. – New Sarpy Elementary
1:30 p.m. – Ethel Schoeffner Elementary
2:30 p.m. – Student Health Services (Formerly Norco Adult Learning Center)

Documents may be obtained free of charge by contacting the office of Andrew Mire, Project Manager, Physical Plant Services at St. Charles Parish Public Schools, 13855 River Road, Luling, LA 70070. Call (985) 785-3105 for documents or questions.

Proposal documents are also available at www.stcharles.k12.la.us under "Resources," select "Online Bids, and RFPs".

Advertising dates in the Herald-Guide, official journal of St. Charles Parish Public Schools, shall be:

Thursday, February 1, 2024
Thursday, February 8, 2024
Thursday, February 15, 2024

The St. Charles Parish Public School Board reserves the right to reject any and all proposals.

St. Charles Parish Public Schools
Ellis Alexander, Board President
Dr. Ken Oertling, Superintendent
13855 River Road
Luling, LA 70070

Public Notice

ST. CHARLES PARISH 1ST FLOOR COURTHOUSE RENOVATION
ADDENDUM NO. 1
February 5, 2024

SECTION 00010

ADVERTISEMENT FOR BIDS

The Parish of St. Charles, hereby advertises bids for construction of ST. CHARLES PARISH 1ST FLOOR COURTHOUSE RENOVATION, PROJECT NUMBER NO-GBCH023 as follows:

Owner: St. Charles Parish

Project Title: St. Charles Parish 1st Floor Courthouse Renovation

Project No.: NO-GBCH023

Principal Work Location: 15045 River Road, Hahnville, LA 70057

Description of Basic Work: 1st Floor Courthouse Renovation

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 February 22, 2024 March 12, 2024 (Revised)**. 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 Architect for the contract, Murray Architects, Inc., 13760 River Road, Destrehan, LA 70047.

A payment of \$ 50.00 in cash or check payable to the Architect 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 February 15, 2024 February 29, 2024 (Revised) at 10:00 a.m. the St. Charles Parish Courthouse, 15045 River Road, Hahnville, Louisiana. Attendance of the Pre-Bid Conference is Mandatory.

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

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

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

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

St. Charles Parish Council
Matthew Jewell, Parish President

Advertisement Source and Dates

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

Thursday January 25, 2024 – Not Published
Thursday, February 01, 2024 – Not Published
Thursday, February 08, 2024
Thursday, February 15, 2024
Thursday, February 22, 2024

Public Notice

Public Notice

Notice is hereby given that Watson Court, L.P. is applying for an allocation of 4% tax credit provided by the Louisiana Housing Corporation and proposes to rehabilitate Watson Court, L.P., a \$34,037,877+/- (\$15,299,079 debt - \$10,749,371 equity- \$7,989,427 deferred fee/ owner contribution), family rental complex consisting of 129 family units (4- Efficiency, 48- 1BRs, 40- 2 BRs, 34- 3BRs, 3- 4BRs) and 1 office/community facility, located on three different sites across St. Charles Parish: 200 Boutte Estates Drive, Boutte, LA 70039, 172 Norman Avenue, Des Allemands, LA 70030 and 200 Sunset Court, Hahnville, LA 70057. The development will offer support services tailored to the needs of large families, single family, and handicapped special needs. The business address for the partnership is P.O. Box 4086, Monroe, LA 71211.

Publish: February 15, 2024

Public Notice

PUBLIC MEETING NOTICE

The Metropolitan District Law Enforcement Planning and Action Commission (METLEC) Board will hold a public meeting on Tuesday, March 5, 2024 at 11:00 a.m. The meeting will be held in the Joseph S. Yenni Bldg., 1221 Elmwood Park Blvd., Council Chambers, 2nd Floor, Jefferson, LA 70123. The purpose of the meeting will be to approve the allocations for FY2022 Edward Byrne Memorial Justice Assistance Grant (JAG) Program funds, FY2023 STOP Violence Against Women Formula Grant Program (STOP) funds, FY2023 Victims of Crime Act Program (VOCA) funds, and any other business that comes before the board.

In accordance with provisions of the American with Disabilities Act Amendments Act of 2008, as amended, Jefferson Parish shall not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs or activities. If you require auxiliary aids or devices, or other reasonable accommodation under the ADA Amendments Act, please submit your request to the ADA Coordinator at least forty-eight (48) hours in advance or as soon as practical. A seventy-two (72) hour advanced notice is required to request Certified ASL Interpreters. ADA Coordinator/Office of Citizens with Disabilities, 1221 Elmwood Park Blvd., Suite 403, Jefferson, LA 70123 (504) 736-6086. ADA@jeffparish.net.

Publish: February 15, 2024

Public Notice

NOTICE

Notice is hereby given that, in accordance with L.R.S. 3:1609 and LAC 7:XV.314 (A), the Louisiana Department of Agriculture & Forestry, Louisiana Boll Weevil Eradication Commission, has established a boll weevil eradication zone, the Louisiana Eradication Zone, consisting of all the territory within the state of Louisiana.

Notice is further given that all producers of commercial cotton in Louisiana are required to participate in the boll weevil eradication program, including cost sharing, in accordance with the Boll Weevil Eradication Law and regulations. This includes, but is not limited to, reporting of cotton acreage and destruction of cotton plants and stalks by December 31 of each crop year. A copy of the law and rules and regulations may be obtained from the Boll Weevil Eradication Commission, 5825 Florida Blvd. Ste. 3002, Baton Rouge, La. 70806, telephone number (225) 922-1338.

Notice is also given that the planting of noncommercial cotton is PROHIBITED in Louisiana unless a written waiver is obtained from the Commissioner of Agriculture & Forestry in accordance with LAC 7:XV.319(C). To request a waiver, submit a written application to the Department of Agriculture and Forestry, at the address provided in this notice, stating the conditions under which such written waiver is requested.

Publish: February 15, 2024

Public Notice

We are applying to the St. Charles Parish Sheriff's Office for a permit to conduct a Benefit Supper for Glendell Lockett on Saturday, February 17, 2024 at Killona Volunteer Fire Department 216 Adams St. Killona, La. 70057 in the Parish of St. Charles.

Alcohol will be served at this event.
The time of the festival:
Saturday, February 17, 2024 10:00am – 10:00pm

Publish: February 15, 2024

Sheriff's Sale

SHERIFF'S SALE
SHERIFF'S OFFICE
Suit No: (45) 92879-C
Date: Friday, January 26, 2024
FIFTH THIRD BANK, NATION-
AL ASSOCIATION
vs
KARLA L. LEWIS A/K/A KARLA
L. JUDD A/KIA
KARLA LOCKHART JUDD
AND WALTER LEWIS
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, SEPTEMBER 15, 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, MARCH 20, 2024, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit:

Plaintiffs mortgage and/or privilege affects the following described property, to-wit:

THOSE CERTAIN LOT OR PORTIONS OF GROUND, TOGETHER WITH ALL THE BUILDINGS AND IMPROVEMENTS THEREON, ALL RIGHTS, WAYS, PRIVILEGES, SERVITUDES AND APPURTENANCE AND ADVANTAGES THEREUNTO BELONGING OR IN ANYWISE APPERTAINING, SITUATED IN THE PARISH OF ST. CHARLES, STATE OF LOUISIANA, IN THAT PART THEREOF KNOWN AS NEW SARPY SUBDIVISION, SAID LOTS ARE DESIGNATED AS LOTS 8 AND 9 OF SQUARE NINETEEN AND MEASURE AS FOLLOWS, TO-WIT: LOTS 8 AND 9 OF SQUARE NINETEEN (19), WHICH SQUARE IS BOUNDED BY WEST HARDING STREET, WEST HOOVER STREET, FIFTH (5TH) STREET AND WEST PARK STREET, SAID LOTS ADJOIN EACH OTHER AND MEASURE TWENTY (20') FEET FRONT ON WEST HARDING STREET, NAME IN WIDTH IN FEET REAR, AND BY A DEPTH OF EIGHTY (80') FEET BETWEEN EQUAL AND PARALLEL LINES; 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:

EIGHTY-NINE THOUSAND TWO HUNDRED NINETY-EIGHT AND 31 / 100 (\$89,298.31) DOLLARS, along with interest and attorney's fees and all other costs including my own costs and charges.

TERMS AND CONDITIONS OF SALE: CASH IN THE FORM OF A CASHIER'S CHECK DUE BY 2:00 P.M. DAY OF THE SALE.
GREG CHAMPAGNE-SHERIFF &
EX-OFFICIO TAX COLLECTOR
ST. CHARLES PARISH
PUBLISH ON: February 15, 2024
March 14, 2024
ATTORNEY FOR PLAINTIFF:
Candace A Courteau
1505 North 19th St. P.O. Box 2867
Monroe, LA 71207-2867
(318) 388-1440
SCSO-CIV-209-0402

Public Notice

ADVERTISEMENT: “DESTREHAN HIGH SCHOOL CAFETERIA SERVING LINES AND EQUIPMENT FOR THE 2024-2025 SCHOOL YEAR”

To be published in the ST. CHARLES HERALD-GUIDE two (2) times as follows:

Publication Dates: 1st Printing February 15, 2024
2nd Printing February 22, 2024

ST. CHARLES PARISH SCHOOL BOARD
ADVERTISEMENT FOR BID

Sealed bids will be received by the St. Charles Parish School Board, 13855 River Road, Luling, Louisiana 70070, until 9:00 A.M. Monday, March 11, 2024, in the Office of Child Nutrition: **DESTREHAN HIGH SCHOOL CAFETERIA SERVING LINES AND EQUIPMENT FOR 2024-2025 SCHOOL YEAR.**

Detailed specifications and further information regarding this request may be obtained by visiting <http://www.centralauctionhouse.com/rfp.php?cid=51> or from:

Jenny DeRoche
Director of Child Nutrition
St. Charles Parish School Board
13855 River Road
Luling, Louisiana 70070
Telephone: (985) 785-3179
Fax: (985) 785-3182

The deadline for submission of questions regarding this IFB is Friday, March 1, 2024. A written response will be provided by Monday, March 4, 2024.

Bids shall be sealed in individual envelopes labeled by category. For example, “**BID ON DESTREHAN HIGH SCHOOL CAFETERIA SERVING LINES AND EQUIPMENT – March 11, 2024**” should be clearly marked on the outside of the envelope with the bidder’s name and address indicated in the upper left-hand corner.

At time and place stated above, all bids on hand will be publicly opened and read aloud. The public is invited to attend. Any bid received after date and hour shown above will be returned unopened to the bidder.

The St. Charles Parish School Board reserves the right to reject any and all bids, adjust quantities by increasing for a period of 90 days from the date of bid being awarded and to waive all informalities.

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, audiotope, 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. [05/05/2022]

Publish: February 15 & 22, 2024

Public Notice

ST. CHARLES PARISH PARKS AND RECREATION
BETHUNE PARK RENOVATIONS
ADDENDUM NO. 2
February 5, 2024

SECTION 00010

ADVERTISEMENT FOR BIDS

The Parish of St. Charles, hereby advertises bids for construction of St. Charles Parish Parks and Recreation Bethune Park Renovations as follows:

Owner: **St. Charles Parish**

Project Title: St. Charles Parish Parks and Recreation Bethune Park Renovations

Project No.: RECBP523

Principal Work Location: 301 Bethune Street, Norco, LA 70079

Description of Basic Work: Park Renovations

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 February 15, 2024 March 7, 2024 (Revised)**. 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 Architect for the contract, Murray Architects, Inc., 13760 River Road, Destrehan, LA 70047.

A payment of \$ 50.00 in cash or check payable to the Architect 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 **February 6, 2024 February 27, 2024 (Revised)** at 10:00 a.m. the St. Charles Parish Department of Parks and Recreation, **274 Judge Edward Dufresne Parkway, Luling, Louisiana**. Attendance of the Pre-Bid Conference is **Mandatory**.

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

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

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

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

St. Charles Parish Council
Matthew Jewell, Parish President

Advertisement Source and Dates:

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

Thursday, January 18, 2024 – Not Published
Thursday, January 25, 2024 – Not Published
Thursday, February 01, 2024 - Not Published
Thursday, February 08, 2024
Thursday, February 15, 2024
Thursday, February 22, 2024

Public Notice

St. Charles
Parish Hospital

Ochsner
Health System

ADVERTISEMENT FOR BID

ST. CHARLES PARISH HOSPITAL

Sealed bids will be received at the St. Charles Parish Hospital in Luling, Louisiana until 2:00 PM, Wednesday, March 6, 2024, at which time bids will be opened in public in the Cafeteria at 2:30 for the following:

GERMIFREE ASEPTIC CONTAINMENT ISOLATOR (GLOVEBOX)
Serial #: 4S-15-VF-I3457
Model #: VF-4USP
Age: 15 years old

All bids should be submitted in a sealed envelope clearly marked

“BID ON GLOVEBOX-DO NOT OPEN UNTIL BID OPENING”

including bid amount, name, address and telephone number. Address envelope to St. Charles Parish Hospital, P. O. 87, Luling, LA 70070, Attention: Thomas Duplantis.

Any bid received after 2:00 PM – Wednesday, March 6, 2024, shall be returned to the bidder unopened.

St. Charles Parish Hospital reserves the right to reject any, and all bids and to waive any informalities incidental hereto.

Bidders need not be present for opening of bids.

PUBLISH: February 15, 2024
February 22, 2024
February 29, 2024

Public Notice

The names of the following persons were drawn to serve as Petit Jurors for Jury Number 12B, for the session of said Court beginning Monday, March 11, 2024 at 9:00 A.M. – Division “X”:

- | | |
|------------------------------------|-----------------------------------|
| 1 ALLEMAND, NANCY JO M | 101 LAMARTINIERE, DEANNE MARIE |
| 2 AMIN, ZAHEER | 102 LANDECHE, CHRISTOPHER |
| 3 ARMSTRONG, TRAMAINÉ | 103 LEBLANC, MICHAEL JAMES |
| 4 ATCHISON, VICTORIA FAITH | 104 LEGENDRE, SANDRA ANN |
| 5 BABIN, DAVID JOSEPH | 105 LOPEZ, NICHOLAS AARON |
| 6 BAILEY, TREMAINE JARMALL | 106 LOUPE, KELLIE CHAMPAGNE |
| 7 BATE, ROBERT MITCHELL | 107 LUMAR, SHANNON A |
| 8 BECNEL, EARL FRANCIS | 108 LUQUETTE, DANIEL JOSEPH |
| 9 BENNETT, HEATHER MARIE | 109 MADERE, ARLEN J |
| 10 BERGER, CAROLYN SANCHEZ | 110 MANCUSO, JAMIE HAYDEL |
| 11 BERGERON, EMILY ELIZABETH | 111 MARSE, DARYL JOSEPH |
| 12 BERGERON, KYLE JOSEPH | 112 MASCARO, KELLI ROQUE |
| 13 BERGERON, ROBIN B | 113 MASSA, VEDA BOTELER |
| 14 BERTEAU, MELISSA MOHENG | 114 MATHERNE, DYLAN MATTHEW |
| 15 BISHOP, ALLEN WAYNE | 115 MCARTHUR, DANIEL CHARLES |
| 16 BOGEN, WENDY LEE | 116 MCCUNE, MONICA WEIMER |
| 17 BOURGEOIS, DALE T | 117 MCENTEE, JAMES JOSEPH III |
| 18 BRISSET, JOSEPH | 118 MCFIELD, AMBAR |
| 19 BROOKS, TIMOTHY JOSEPH | 119 MCILVAUGHLIN, RAVEN CHANEL |
| 20 CALLENDER, CRIQUE | 120 MCILLAM, ROBERT ANTHONY |
| 21 CANTAVESPRI, CINDY L | 121 MELANCON, JASON PAUL |
| 22 CARRUTH, SUSAN | 122 MERTINS, AMANDA |
| 23 CARTER, CONSTANCE MARIE | 123 MEYER, RODNEY ARTHUR JR |
| 24 CASTRO, ROXANA DARLENE | 124 MILLER, ARDEAN CORA |
| 25 CERDA, SERGIO R | 125 MILLER, TERRI LYNN |
| 26 CHAMPAGNE, AMANDA KIDDER | 126 MIRE, DONNA THORNTON |
| 27 CHAMPAGNE, CHRISTIAN PAUL | 127 MITCHELL, KENNETH LEONARD SR |
| 28 CHAPPELL, STEVEN TODD | 128 MONJU, ASHLEE L |
| 29 CHERAMIE, BRETT ANTHONY | 129 MORAN, SAVANNA LYNN |
| 30 CHILDRESS, VICKI P | 130 MORRIS, ALISHA MONIQUE |
| 31 CHILDS, STEVEN JOHN | 131 MULVIHILL, LISA JEAN |
| 32 CHRISTOPHER, LARRY P | 132 NEWMAN, KATHERINE PRUDHOM |
| 33 CLARK, NEDRA NEKISHA | 133 NOA, KARLA MARIA |
| 34 CONWELL, LOUIS EVANS | 134 NORFLEET, DAVID HUMPHREY |
| 35 CORONADO, JOSEPHINE | 135 PAUL, FELICIA MARIE |
| 36 CORSO, CABOT L | 136 PETERS, MICHAEL DUANE |
| 37 CORTÉZ-RODRIGUEZ, GLENDALEZ | 137 PIERRE, KENDALL R JR |
| 38 CROWDER, COREY MICHAEL | 138 PITALO, CORY |
| 39 CULPEPPER, ALLEN MARCEL | 139 POLK, AIDA AUBOURY |
| 40 DANNA, SETH JOSEPH | 140 RAY, HEATHER LEIGH |
| 41 DEJANE, MIKEISHA ASHANTE | 141 REYNAUD, KATRINA LONDON |
| 42 DENNIES, JULES FREDRICK IV | 142 RHEA, KAYLA NESHELL |
| 43 DESSELLE, ASHLEY MEHRTENS | 143 RICHES, JAN L |
| 44 DEVONEY, ANTHONY GUY | 144 RICHOUK, STACY HEBERT |
| 45 DUFFY, RACHEL JOANNE | 145 RIZZUTO, JOSHUA SAMUEL |
| 46 DUFRENE, CAREL JOSEPH JR | 146 ROBICHEAUX, DENTON |
| 47 DUFRENE, CHRISTINE SOTO | 147 ROCHE, THOMAS F |
| 48 DUFRENE, LILLIAN SCHAUBHUT | 148 ROUSE, BRENDAN ROBERT I |
| 49 DUGAS, REBECCA | 149 SALMINEN, EDWARD SEVERIN IV |
| 50 DUNN, ERROL FRANK | 150 SALOMON, RONALD A |
| 51 DWYER, KIMBERLY | 151 SANCHEZ, EMILE PIERRE III |
| 52 DYSON, KAYLA MONAY | 152 SAUL, FRANCOISE ANTOINETTE |
| 53 EASTLAND, MARY CLARE | 153 SCHEXNAYDER, KURT MICHAEL |
| 54 ELLINGTON, REBECCA ESTEVE | 154 SCHLOSSER, CHRISTOPHER JUDE |
| 55 ELLIS, RUTHELL DIXON | 155 SCHNELL, SHIRLEY SCHULZE |
| 56 ETIENNE, ALANNA TYRIEL | 156 SCHOUDEST, TODD MICHAEL |
| 57 EVANS, INEZ ALEXANDER | 157 SCOTT, DERRICK PAUL |
| 58 FAHRIG, BOBBI LEIGH | 158 SCOTT, ZAVIAN DARRELL |
| 59 FIFFIE, RUBY JULIAN | 159 SEAL, RONALD WELDON |
| 60 FOLSE, BRENDA MELANCON | 160 SERPAS, ELIZABETH B |
| 61 FOLSE, EDWARD JOHN JR | 161 SHAW, CORA LEE |
| 62 FOLSE, JOAN ANN | 162 SHIRLEY, SHEILA MARIA |
| 63 FONTENOT, NEIL DAMIAN | 163 SMITH, DARNELL GRUNDMEYER |
| 64 FUSELIER, ANNA CLAIRE | 164 SMITH, EVA BAPTISTE |
| 65 GARCIA, PAUL ANTHONY | 165 SMITH, LAUREN NICOLE |
| 66 GAUDET, MICHAEL LOUIS | 166 SMITH, LESLEY II |
| 67 GIBBS, MADISON ELIZABETH | 167 SMOTHERS, WYNNICK TYRELL |
| 68 GLEN, EDWARD DAVID | 168 SPITZ, PAMELA M |
| 69 GOENS, CHARLES EDWARD | 169 STAMANT, OPAL MARIE |
| 70 GREGG, HEATHER M | 170 STEBBINS, MICHAEL ANDREW |
| 71 GRIFFIN, CARMEN ESPERANZA | 171 STEIB, BRELAND ERIC |
| 72 GUARISCO, JESSICA ALLMAN | 172 STEVENS, KURT P |
| 73 GUIDRY, TABITHA LEE | 173 STROMMEYER, STEPHEN ANTHONY |
| 74 HARMS, MEGAN SAUZER | 174 STUMPF, MICHAEL RYAN |
| 75 HEARN, KATHY BRELAND | 175 TARAVELLA, MELISSA FIGUEROEDO |
| 76 HEBERT, MARY S | 176 THORNE, RICHARD TYLER |
| 77 HOGAN, THOMAS JOE | 177 TOMPKINS, KRISTIN KROGSTAD |
| 78 HOLLINGSWORTH, ELIZABETH LANDRY | 178 TOMPKINS, SOPHIE JULIA |
| 79 HOOPER, CHRISTOPHER JAMES | 179 TREGRE, DAVID E |
| 80 HOUCK, JAN A | 180 TRICHE, PAUL MICHAEL JR |
| 81 BAUDOUIN, ASHTON HYMEL | 181 TRIGO, BRUCE STEPHEN |
| 82 JACKSON, AARON JOSEPH | 182 TROSCLAIR, TINA HYMEL |
| 83 JAMES, SHERYL LYNN | 183 VERBOIS, ANGELLE MAYEUX |
| 84 JARREAU, ROSELINE MARTHA | 184 VIGRINE, STACEY G |
| 85 JENSEN, TORI LYNN | 185 VINNETT, HARRY ADAM JR |
| 86 JEWELL, MARY B | 186 VIRDURE, HERMAN VENOUS |
| 87 JOHN LOUIS, JACQUELINE MARCELLE | 187 VITRANO, CAROLYN L |
| 88 JOHNSON, KEVIN CARL | 188 WAGUESPACK, CHRIS ANTHONY |
| 89 JOHNSON, KIYA KEMEKA | 189 WEST, ALVIS JOSEPH IV |
| 90 JOHNSON, SOLOMON | 190 WHITE, BARBARA J |
| 91 JOSEPH, APRIL JOVON | 191 WILLIAMS, KEIONTE M |
| 92 JUPITER, BERTRAND | 192 WILLIAMS, NACOLE M |
| 93 JUSTICE, ROBIN B | 193 WILLIAMS, VERONICA |
| 94 KELLY, EILEEN ANN | 194 WOLFE, SAMANTHA ELIZABETH |
| 95 KINGSMILL, MARIE ELIZABETH | 195 WOODS, ASHANTY NICOLE |
| 96 KINLER, KAYTLYN FAITH | 196 WORNNER, BRITTANY ELLEN |
| 97 KINLER, PAIGE KAY | 197 YOUNG, KARL DAVID |
| 98 KIRTLAND, LOIS ROSE | 198 YOUNG, LUCY BERNICE |
| 99 KOBAK, LAURIE DEANN | 199 ZAMMIT, HILDA HERNANDEZ |
| 100 KRAUS, CHARLES BROOKS | 200 ZERINGUE, NOAH PAUL |

Publish: February 15, 2024

Public Notice



I, Shane M. Bourgeois, have been convicted of Pornography Involving Juveniles, Date of Conviction: 01/09/2013. My address is: 466 Barreca St., Norco, La. 70079.

RACE: White
SEX: Male
DOB: 07/30/1992
HGT: 6'0"
WGT: 180
HAIR COLOR: Brown
EYE COLOR: Brown

PUBLISH: February 8 & 15, 2024

Sheriff's Sale

SHERIFF'S SALE
SHERIFF'S OFFICE
Suit No: (45) 91372-E

Date: Friday, December 22, 2023
WELLS FARGO BANK, N.A.
VS
DANIEL T. MOORE NK/A DAN-
IEL MOORE
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 23, 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, FEBRUARY 21, 2024, at 10:00 AM., to the last and highest bidder for cash, the following described property, to wit:

The property described in the Act of Mortgage is described as follows: An that certain piece or portion of ground, together with all the improvements thereon, situated in the Parish of St. Charles, State of Louisiana, Section 6, Township 12 South, Range 8 East, identified as Lot KW-2 as approved by St. Charles Parish, Louisiana, June 19, 2000, per Resolution Number 4805, which is recorded at COB 570, folio 694. Said property is a portion of that previously identified as a portion of Lot C, Good Hope Plantation, St. Charles Parish, Louisiana, as shown on a survey by E.M. Collier, dated November 1945, attached to and made part of an act of sale from Joseph I. Granier to Irvin J. Granier, dated December 3, 1945, recorded on COB "DDD" of the records of St. Charles Parish, Louisiana.

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: **TWO HUNDRED EIGHT THOUSAND THREE HUNDRED NINETEEN AND 12 / 100 (\$208,319.12) 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: January 18, 2024 February 15, 2024 ATTORNEY FOR PLAINTIFF: Corey J. Giroir P.O. Box 87379 13541 Tiger Bend Baton Rouge, LA 70879 225-756-0373 SCSO-CIV-209-0402

May: 0

Enactment No: 6748

APPOINTMENTS

2024-0035

A resolution appointing Mr. Corey Faucheux to the River Parishes Transit Authority.

VOTE ON THE APPOINTMENT OF MR. COREY FAUCHEUX

Yea: 9 - Mobley, Fonseca, Wilson, Skiba, Pilie, Comardelle, O'Daniels, Fisher and deBruler

Nay: 0

Enactment No: 6749

2024-0036

A resolution appointing Mr. Emile Broussard, III to the River Parishes Transit Authority.

Sponsors: Mr. Mobley, Ms. Fonseca, Ms. Wilson, Ms. Skiba, Mr. Pilie, Mr. Comardelle, Ms. O'Daniels, Mr. Fisher and Ms. deBruler

VOTE ON THE APPOINTMENT OF MR. EMILE BROUSSARD, III

Yea: 9 - Mobley, Fonseca, Wilson, Skiba, Pilie, Comardelle, O'Daniels, Fisher and deBruler

Nay: 0

Enactment No: 6750

2024-0039

A resolution to confirm the appointment of Mr. Ellis A. Alexander as a representative to the South Central Planning & Development Commission.

Sponsors: Mr. Jewell

VOTE ON THE APPOINTMENT OF MR. ELLIS A. ALEXANDER

Yea: 9 - Mobley, Fonseca, Wilson, Skiba, Pilie, Comardelle, O'Daniels, Fisher and deBruler

Nay: 0

Enactment No: 6751

ADJOURNMENT

A motion was made by Councilmember Skiba, seconded by Councilmember Comardelle, to adjourn the meeting at approximately 7:07 pm. The motion carried by the following vote:

Yea: 9 - Mobley, Fonseca, Wilson, Skiba, Pilie, Comardelle, O'Daniels, Fisher and deBruler

Nay: 0

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.

Michelle Impastato

Council Secretary

Publish: February 15, 2024

Public Notice

THE FOLLOWING ORDINANCES AND RESOLUTIONS ARE AN OFFICIAL EXTRACT FROM THE MINUTES OF THE MEETING OF THE PARISH COUNCIL OF THE PARISH OF ST. CHARLES HELD MONDAY, FEBRUARY 5, 2024, 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.

2024-0040
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PLANNING & ZONING)

ORDINANCE NO. 24-2-1

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from R-1A to R-1A(M) on Lot 27A-1, Square 33, New Sarpy Subdivision, 545 W. McAdoo Street, New Sarpy as requested by Kim Trahan and Justin Gonzalez.

WHEREAS, Kim Trahan and Justin Gonzalez request a rezoning from R-1A to R-1A(M) on Lot 27A-1, Square 33, New Sarpy Subdivision as shown on the survey by Louis J. Gassen Jr, PLS dated November 30, 2022; and,

WHEREAS, the Planning and Zoning Department recommended denial of the request; and,

WHEREAS, the Planning and Zoning Commission recommended approval of the request at its regular meeting on January 11, 2024.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. The Zoning Ordinance of 1981 is amended to change the zoning classification from R-1A to R-1A(M) on Lot 27A-1, Square 33, New Sarpy Subdivision as shown on the survey by Louis J. Gassen Jr, PLS dated November 30, 2022, as requested by Kim Trahan and Justin Gonzalez.

SECTION II. The Department of Planning and Zoning is authorized to amend the Official Zoning Map, St. Charles Parish, Louisiana to reflect this reclassification from R-1A to R-1A(M) on Lot 27A-1, Square 33, New Sarpy Subdivision as shown on the survey by Louis J. Gassen Jr, PLS dated November 30, 2022, as requested by Kim Trahan and Justin Gonzalez.

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

YEAS: HOBLEY, FONSECA, WILSON, SKIBA, PILIE, COMARDELLE, O'DANIELS, FISHER, DEBRULER

NAYS: NONE

ABSENT: NONE

And the ordinance was declared adopted this 5th day of February, 2024, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Fisher
SECRETARY: Michelle Impastato
CLVD/PARISH PRESIDENT: February 6, 2024
APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell
RET/SECRETARY: February 7, 2024
AT: 10:33am RECD BY: _____

2024-0037
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF WATERWORKS)

ORDINANCE NO. 24-2-2

An ordinance approving and authorizing the execution of a Change Order No. 1 and Final for the Hurricane Ida Repairs and Reconstruction, Department of Waterworks, West Bank Facilities (Project Numbers WWKS 107 and WWKS 108-334) to increase the contract amount by \$4,727.00 and to increase the contract time by 5 calendar days.

WHEREAS, Ordinance No. 23-3-8 adopted March 27, 2023, by the St. Charles Parish Council, approved and authorized the execution of a Contract with Pintail Contracting Services, LLC, for Hurricane Ida Repairs and Reconstruction, Department of Waterworks, West Bank Facilities (Project Numbers WWKS 107 & WWKS 108-334) in the amount of \$1,432,000.00; and,

WHEREAS, it is necessary to amend the construction contract to delete the work item Project Identification Sign, resulting in a decrease to the contract amount by \$3,000.00; and,

WHEREAS, it is necessary to amend the construction contract to delete the work item Building Plaque, resulting in a decrease in the contract amount of \$2,800.00; and,

WHEREAS, it is necessary to amend the construction contract to delete the work item Mag Lock Card Reader, resulting in a decrease in the contract of \$12,500.00; and,

WHEREAS, it is necessary to amend the construction contract to add the work item Asbestos Removal, and increase the contract amount \$13,129.00; and,

WHEREAS, it is necessary to amend the construction contract to add the work item A Wood Framing, and increase the contract amount \$5,561.00; and,

WHEREAS, it is necessary to amend the construction contract to add the work item Demolition and Replacement of sidewalk, and increase the contract amount \$4,337.00; and,

WHEREAS, the increase of contract time by five (5) calendar days is to account for labor associated with the additional work items; and,

WHEREAS, the amending items now reflect the final contract price as \$1,436,727.00 and the final contract time as 305 days.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Change Order No. 1 and Final for the Hurricane Ida Repairs and Reconstruction, Department of Waterworks, West Bank Facilities, Parish Project Nos. WWKS 107 and WWKS 108-334, to increase the contract amount by \$4,727.00 and to increase the contract time by 5 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.

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

YEAS: HOBLEY, FONSECA, WILSON, SKIBA, PILIE, COMARDELLE, O'DANIELS, FISHER, DEBRULER

NAYS: NONE

ABSENT: NONE

And the ordinance was declared adopted this 5th day of February, 2024, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Fisher
SECRETARY: Michelle Impastato
CLVD/PARISH PRESIDENT: February 6, 2024
APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell
RET/SECRETARY: February 7, 2024
AT: 10:33am RECD BY: _____

SECTION 00806

CHANGE ORDER

No. 1 Final

DATE OF ISSUANCE 12/01/23 EFFECTIVE DATE 2/6/24

OWNER St. Charles Parish Department of Waterworks
CONTRACTOR Pintail Contracting Services, LLC
Contract: Hurricane Ida repairs and reconstruction, Department of Waterworks, Westbank Facilities
Project: SCP Project Number WWKS 107 & 108-334
OWNER's Contract No. _____ ENGINEER's Contract No. WWKS 109
ENGINEER Principal Engineering

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

Description:

- Delete the Following Work Items:
 - Deleted contract item: Signage \$3,000.00
 - Deleted contract item: Building Plaque \$2,800.00
 - Deleted contract item: Mag lock card reader \$12,500.00Total of Deleted Work Items = (\$18,300.00)
- Add the Following Work Items:
 - Provide all necessary labor, materials, equipment, and disposal to perform asbestos removal. Addition of \$ 13,129.00 (L.S.). See attached cost estimate for details.
 - Provide all necessary labor, materials, and equipment to bring building A wood framing up to the latest code identified by the parish inspector. Addition of \$5,561.00 (L.S.) See attached cost estimate.
 - Provide all necessary labor, materials, and equipment to demo 330 SF of existing sidewalk and replace with 4" thick sidewalk. Addition of \$4,337.00 (L.S.) See attached cost estimate.Total of Added Work Items = (+\$23,027.00)
- Revise the Following Work Item Quantities:
 - Contract Item #: N/ATotal of Change in Work Items Quantity = (+/- \$0.00)

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

- Deleted Work Items:
 - The signage, building plaque and magnetic lock card reader were deleted at the request of St. Charles Parish Department of Waterworks.
- Add Work Items:
 - Asbestos was found in the flooring of the building. Cost associated with following proper state and federal guidelines to remove asbestos from the project site.
 - Additional framing was needed to bring the wood frame up to St. Charles Parish building code.
 - The sidewalks were in poor shape and full of cracks. Out of safety concerns, it was recommended to replace with 4" thick sidewalks.
- Revise Work Item Quantities
 - N/A

Attachments: (List documents supporting change)

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$ <u>1,432,000.00</u>	Original Contract Times: 300 days Substantial Completion: <u>February 11, 2024</u> Ready for final payment: _____ (days or dates)
Net Increase (Decrease) from previous Change Orders No. <u> </u> to <u> </u> : \$ <u>N/A</u>	Net change from previous Change Orders No. <u> </u> to No. <u> </u> : Substantial Completion: <u>N/A</u> Ready for final payment: _____ (days)
Contract Price prior to this Change Order: \$ <u>1,432,000.00</u>	Contract Times prior to this Change Order: 300 day Substantial Completion: <u>February 11, 2024</u> Ready for final payment: _____ (days or dates)
Net increase (decrease) of this Change Order: \$ <u>4,727.00</u>	Net increase (decrease) this Change Order: 5 days Substantial Completion: <u>5 days</u> Ready for final payment: _____ (days)
Contract Price with all approved Change Orders: \$ <u>1,436,727.00</u>	Contract Times with all approved Change Orders: 305 days Substantial Completion: <u>February 16, 2024</u> Ready for final payment: _____ (days or dates)

RECOMMENDED: By: Matthew Jewell ENGINEER (Authorized Signature)
Date: 12-5-23

APPROVED: By: Matthew Jewell OWNER (Authorized Signature)
Date: 2/06/24

ACCEPTED: By: Chris Barrow CONTRACTOR (Authorized Signature)
Date: 12/05/23

2024-0038
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(GRANTS OFFICE)

ORDINANCE NO. 24-2-3

An ordinance approving and authorizing the execution of a Professional Services Agreement by and between St. Charles Parish and Barowka and Bonura Engineers and Consultants, L.L.C. for FEMA Public Assistance Program Services.

WHEREAS, following a Presidential disaster declaration, the Federal Emergency Management Agency's (FEMA) Public Assistance (PA) grant program provides federal assistance to government organizations for debris removal, emergency protective measures, permanent repairs, and related administrative costs; and,

WHEREAS, consulting and representation services may be necessary to administer and manage disaster relief and recovery efforts in St. Charles Parish to ensure that all available funding is maximized and obtained; and,

WHEREAS, in compliance with Federal procurement regulations, St. Charles Parish issued a Request for Proposal (RFP) for FEMA Public Assistance Program Services to select a qualified firm to provide said services on an as needed basis. The RFP was publicly advertised and proposals were received on November 16, 2023; and,

WHEREAS, all proposals received have been reviewed and evaluated in accordance with the Selection Criteria as set forth in the RFP and it is recommended that the Agreement be awarded to Barowka and Bonura Engineers and Consultants, L.L.C.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Professional Services Agreement for FEMA Public Assistance Program Services by and between St. Charles Parish and Barowka and Bonura Engineers and Consultants, L.L.C. is hereby approved and accepted.

SECTION II. 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 Agreement.

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

YEAS: HOBLEY, FONSECA, WILSON, SKIBA, PILIE, COMARDELLE, O'DANIELS, FISHER, DEBRULER

NAYS: NONE

ABSENT: NONE

And the ordinance was declared adopted this 5th day of February, 2024, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Fisher
SECRETARY: Michelle Impastato
CLVD/PARISH PRESIDENT: February 6, 2024
APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell
RET/SECRETARY: February 7, 2024
AT: 10:33am RECD BY: _____

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and effective as of the 10 day of FEBRUARY, 2024 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 Barowka and Bonura Engineers and Consultants, LLC, a corporation acting herein by and through its Contracting Officer, hereinafter called CONSULTANT. Whereas the Owner desires to employ a professional consulting firm to perform consulting work and services on the FEMA Public Assistance (PA) and Mitigation Program Project No. N/A, as described in Ordinance No. 24-2-5, which is attached hereto and made a part hereof.

1.0 GENERAL TERMS

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

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

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

2.0 PROJECT

- 2.1 The Owner hereby contracts with the CONSULTANT to perform all necessary professional services in connection with the project as defined as follows:
- FEMA Public Assistance (PA) and Mitigation Programs
- 2.2 The Project consist of the scope of services and work as defined in Attachment "A" hereto.
- 2.3 Consultant shall perform all scope of services and work in accordance with the Schedule as defined in Attachment "B" hereto unless otherwise mutually agreed upon by the parties in writing.
- 2.4 The Consultant agrees to comply with all Federal, State, and Local Laws and Ordinances applicable to the scope of services and work or in entering any other agreement with any another party to complete the work.

3.0 SERVICES OF CONSULTANT

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

4.0 OWNERSHIP OF DOCUMENTS

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

5.0 SUPPLEMENTARY SERVICES

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

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

Such supplementary services may include the following:

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

6.0 DEFECTIVE WORK

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

7.0 NOTICE TO PROCEED (NOT APPLICABLE)

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

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

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

8.0 PAYMENTS

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

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

b. Timesheets for all hours invoiced.

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

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

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

9.0 BUDGET LIMITATIONS

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

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

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

10.0 FUNDS

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

11.0 TERMINATION OR SUSPENSION

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

12.0 INSURANCE

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

17.0 OTHER

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

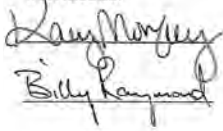
18.0 ATTACHMENTS

The following items are attached hereto and made part hereof:


- Attachment A: Project Scope
- Attachment B: Project Schedule
- Attachment C: Payment
- Attachment D: Federal Emergency Management Agency Public Assistance Program Compliance Provisions
- Attachment E: Authority to Execute
- Attachment F: Non-Collusive and Non-Solicitation Affidavit
- Any subsequent Task Orders issued

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

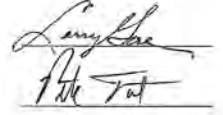
ST. CHARLES PARISH


By: Matthew Jewell, Parish President

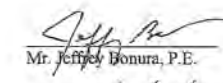
2-6-24

Date: _____

WITNESSES:


Larry Bonura

Barowka and Bonura Engineers and Consultants, L.L.C.


Mr. Jeffrey Bonura, P.E.

02/06/24

Date: _____

ATTACHMENT "A"

FEMA Public Assistance (PA) and Mitigation Programs

Project Scope:

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

1. Provide consulting and representation services in support of the FEMA PA Program Services related to the disaster event identified in the task order – these services may require a representative to be available on site before, during, and/or following an emergency event.
2. Act as a liaison with the Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP) and FEMA officials by serving as the Parish's representative.
3. Provide professional consultation, technical assistance, and advisory services.
4. Report and present information at Council Meetings and to the Parish Administration as needed.
5. Develop and implement strategies designed to maximize federal and state assistance and lower the Parish's match requirement.
6. Provide support for strategic planning and coordination of all disaster related efforts.
7. Provide expert programmatic and policy advice on federal disaster relief programs.
8. Provide extensive knowledge, experience, and technical competence in dealing with federal regulations, specifically including the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), Disaster Mitigation Act of 2000, Post-Katrina Emergency Management Reform Act of 2006, the Sandy Recovery Improvement Act of 2013, and Disaster Recovery Reform Act of 2018.
9. Develop and implement strategies designed to maximize federal and state assistance and lower the Parish's match requirement.
10. Provide support for strategic planning and coordination of all disaster related efforts.
11. Provide expert programmatic and policy advice on federal disaster relief programs.
12. Provide extensive knowledge, experience, and technical competence in dealing with federal regulations, specifically including the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), Post-Katrina Emergency Management Reform Act of 2006, and the Sandy Recovery Improvement Act of 2013.
13. Maintain staff members that have experience with the FEMA PA Program.
14. Maintain access to FEMA's Grants Portal system.
15. Proactively identify opportunities to maximize Public Assistance and Post-Disaster Mitigation funding within the current regulatory framework.
16. Attend meetings in conjunction with and on behalf of Parish Representatives.
17. Establish project files and maintain paper and electronic documentation. These files must demonstrate compliance with the FEMA PA Program requirements and all applicable local, state, and federal regulations. The project files must be monitored throughout the program to ensure that they are complete and that all necessary documentation is being retained. Final copies of the project files, electronic and hard copies, will be remitted to the Parish.
18. Prepare Project Worksheets (PW) including the following services:

a. Provide damage assessment and assist in PW formulation to include accurate costs, cost estimating, detailed damage descriptions and dimensions, and scopes of work.

b. Coordinate with Parish Offices and Departments to collect, compile, and appropriately categorize documentation including, but not limited to, work orders, photographs, timesheets, drawings, estimates, quotes, purchase orders, damage/accident reports, equipment lists, Parish policies, etc.

c. Coordinate with the Parish's Debris Monitor of record, Department of Public Works, and the Contract Monitor's Office with regards to Category A.

d. Compile damages for the Damage Inventory.

e. Provide assistance and oversight as needed for departments and offices that have

- difficulty completing necessary documentation.
- f. Identify permit and regulatory requirements associated with projects and complete Environmental and Historic Preservation (EHP) reviews as required.
- g. Complete program related forms, such as Force Account Labor, Force Account Equipment, Materials Summary Record, Contract Work Summary Record, and Rented Equipment Summary Record spreadsheets.
- h. Ensure all eligible disaster related expenses are submitted and written in the appropriate PW.
- i. Respond to FEMA's Essential Elements of Information for each PW.
- j. Assist in identifying, developing, and evaluating opportunities for Alternate and Improved projects; draft request letters for these types of projects.
- k. Assist in the development of hazard mitigation proposals under section 406 of the Stafford Act.
- l. Assist the Parish with compiling Mutual Aid and Donated Resources expenditures as it relates to the disaster event.
19. Monitor PWs through obligation.
20. Monitor deadlines.
21. Review contracts and purchasing documentation to ensure compliance with applicable laws.
22. Provide summarized reports for project statuses and initially prepare quarterly reports in Louisiana PA for the Applicant Agent to submit following review and approval.
23. Perform Cost Analyses as needed.
24. Work with the Finance Department and Risk Management Office to coordinate the PA program with the Parish's insurance coverages and settlements.
25. Prepare Reimbursement Requests, including the following services:

a. Compile program related forms and backup documentation as necessary for the Parish to receive the maximum eligible funds.

b. Coordinate with the Parish's Applicant Agent for execution of the Reimbursement Request Forms.

c. Submit reimbursement requests through GOHSEP's PA Program online system manager, www.louisianapa.com (LAPA), on behalf of the Parish.

d. Monitor GOHSEP's processing of each request and work with the Grants Office and/or Finance Department to ensure the correct accounting of revenues.

e. Accurately track accounting of expenditures and revenues by PWs, Funds, and Parish's accounting year.

f. Resolve any requests for additional documentation from GOHSEP and FEMA.
26. Identify the need for and prepare Project Version Requests.
27. Complete Application for Insurance Commissioner's Certification as required.
28. Prepare hazard mitigation proposals, grant applications, benefit cost analyses, and other services related to the Hazard Mitigation Grant Program (section 404 of the Stafford Act), Pre-Disaster Mitigation, Flood Mitigation Assistance, Building Resilient Infrastructure and communities, and other mitigation or recovery programs on an as needed basis (separate task orders will be issued).
29. Progressively work with Parish officials to resolve disputes with FEMA and GOHSEP, including the preparation of appeals or responses to arbitration if necessary.
30. Attend and assist the Parish during monitoring (audit) visit(s) and prepare the Parish's response to any monitoring findings.
31. Provide grant closeout services through formal closeout notification from GOHSEP and FEMA.

The scope of services shall be performed under and at the direction of the Parish President, or his/her designee.

ATTACHMENT "B"
FEMA Public Assistance (PA) and Mitigation Programs

Project Schedule:

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

ATTACHMENT "C"
FEMA Public Assistance (PA) and Mitigation Programs

Project Cost:

The CONSULTANT hereby agrees to provide Program Services based upon the hourly rates set forth in the CONSULTANT's proposal and listed in the below table. The CONSULTANT shall submit invoices to the PARISH for payment no more than once a month. These invoices shall describe in detail the type of work completed and itemize Disaster Recovery Personnel hours spent by PW Number.

Disaster Recovery Personnel	Hourly Rate Year 1-3 Contract	Hourly Rate First & Second Renewal	Hourly Rate Third & Fourth Renewal
Principal/Managing Director	\$138.00	\$159.75	\$176.13
Recovery & Mitigation Program Director	\$150.00	\$173.64	\$191.44
Recovery & Mitigation Program Manager	\$191.00	\$221.11	\$243.77
Senior Consultant/Grant/Monitoring Specialist	\$130.00	\$150.49	\$165.92
Consultant/Grant/Monitoring Specialist	\$96.00	\$111.13	\$122.52
Junior Consultant/Grant/Monitoring Specialist	\$85.00	\$98.40	\$108.48
Technical/Field Staff	\$75.00	\$86.82	\$95.72
Administrative Staff	\$54.00	\$62.51	\$68.92
Engineering Support Staff	\$75.00	\$86.82	\$95.72
Environmental Support Staff	\$59.00	\$68.30	\$75.30
Total	\$1,053.00	\$1,218.98	\$1,343.92

ATTACHMENT "D"
Compliance Provisions for Federally Assisted Professional Services Contracts

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1. **EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)**

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

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status.
- C. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representatives of the Contractor's commitment under Section 202 of Executive Order No. 11246 of September 24, 1965, as amended, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.
- F. In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Contractor will include the provisions of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

2. **CERTIFICATION OF NONSEGREGATED FACILITIES**

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

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

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

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

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

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

3. **CIVIL RIGHTS**

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

4. **SECTION 503 OF THE REHABILITATION ACT OF 1973 (29 USC 793)**

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

- A. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is otherwise qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- B. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- C. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- E. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- F. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

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

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

6. **AGE DISCRIMINATION ACT OF 1975**

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

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

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

8. **INSPECTION**

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

9. **REPORTING REQUIREMENTS**

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

10. **CONFLICT OF INTEREST**

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

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

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

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

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

12. **PATENTS**

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

for infringement by reason of the use of such patented or copy-righted design, device or materials or any trademark or copy-right in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

13. **COPYRIGHT**

No materials, to include but not limited to reports, maps, or documents produced as a result of this contract, in whole or in part, shall be available to the Contractor for copyright purposes. Any such materials produced as a result of this contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner.

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

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

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

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

16. **ENERGY EFFICIENCY**

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

17. **SUBCONTRACTS**

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

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

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

19. **DEBARMENT, SUSPENSION, AND INELIGIBILITY**

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

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

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

20. **BREACH OF CONTRACT TERMS**

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

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

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

22. **CHANGES**

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

23. **PERSONNEL**

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

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

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

24. **ASSIGNABILITY**

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

25. **INTEREST OF CONTRACTOR**

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

26. **POLITICAL ACTIVITY**

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

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

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

28. **DISCRIMINATION DUE TO BELIEFS**

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

29. **CONFIDENTIAL FINDINGS**

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

30. **LOBBYING**

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

- 1. No federally appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

31. **DRUG-FREE WORKPLACE**

(Applicable to all contracts in excess of Simplified Acquisition Threshold (\$250,000))

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

- A. Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establish an ongoing drug-free awareness program to inform such employees about - The dangers of drug abuse in the workplace; The contractor's policy of maintaining a drug-free workplace; Any available drug counseling, rehabilitation, and employee assistance programs; and The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- C. Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (A) of this clause;
- D. Notify such employees in writing in the statement required by subparagraph (A) of this clause that, as a condition of continued employment on this contract, the employee will abide by the terms of the statement; and Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.
- E. Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (D) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- F. Within 30 days after receiving notice under subdivision (D) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

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

- G. Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (A) through (F) of this clause.
- H. The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.
- I. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

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

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

B. Prohibitions.

- Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
- Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

C. Exceptions.

- This clause does not prohibit contractors from providing—
 - A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- By necessary implication and regulation, the prohibitions also do not apply to:
 - Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system.
 - Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

D. Reporting requirement.

- In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
- The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
 - Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

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

EXHIBIT C

FEMA Public Assistance (PA) Program Services

NON-COLLUSIVE AND NON-SOLICITATION AFFIDAVIT

STATE OF LOUISIANA

PARISH OF JEFFERSON

Jeffrey Bonura, being first duly sworn, deposes and says that:

- He is the Member of Barowka and Bonura Engineers and Consultants, LLC (Name of Proposer) the Bidder, and that the Bidder has submitted the accompanying Proposal to the Parish of St. Charles, Louisiana, the Owner;
- He is fully informed respecting the preparation and contents of the Proposal and of all pertinent circumstances respecting the Proposal;
- The Proposal is genuine and is not a collusive or sham Bid;
- Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, have in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Contract or Work for which the attached Proposal has been submitted, or to refrain from bidding in connection with such Work, or have in any manner, directly or indirectly, sought by agreement, collusion, communication, or conference with any Bidder, firm, or person to fix the price or prices in the Proposal or the Proposal of any other Bidder, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Owner, or any person interested in the proposed Work;
- The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees, or parties in interest, including this affidavit;
- That he has employed no one person, corporation, firm, association, or other organization, either directly or indirectly, to secure the contract under which he is to receive payment, other than persons regularly employed by him whose services in connection with the contract or in securing the contract were in the regular course of their duties for him; and that no part of the contract price to be received by him was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by him whose services in connection with the contract were in the regular course of their duties for him;

Bidder Barowka and Bonura Engineers and Consultants, LLC

By Jeffrey Bonura

Title Member

Subscribed and sworn to before me

this 15th day of December, 2023 at Metairie, Louisiana

My commission expires At Death

SEAL

Leo M. Prange II
Leo M. Prange II
LSBA # 22138

2024-0046

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

ORDINANCE NO. 24-2-4

An ordinance approving and authorizing the execution of Change Order No. 2 for Road Maintenance 2022-23 (Project No. P220501), to decrease the contract amount by \$137,764.48, and decrease the contract time by sixteen (16) days.

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

WHEREAS, Ordinance No. 23-6-9 adopted on June 19, 2023, by the St. Charles Parish Council, for 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; and,

WHEREAS, Ordinance No. 23-8-8 adopted on August 28, 2023, by the St. Charles Parish Council, approved and authorized a Professional Services Agreement with Alpha Testing and Inspection, Inc., to perform testing services for Road Maintenance 2022-23 (Project No. P220501), in the not to exceed amount of \$40,000.00; and,

WHEREAS, Ordinance No. 23-9-2 adopted on September 25, 2023, by the St. Charles Parish Council, approved and authorized Amendment No. 1 to the Professional Services Agreement with Digital Engineering & Imaging, Inc., to perform planning services for the Road Maintenance 2022-23 (Project No. P220501), in the total amount of \$436,180.00; and,

WHEREAS, Ordinance No. 23-11-9 adopted on November 20, 2023, by the St. Charles Parish Council approved and authorized the execution of Change Order No. 1 for Road Maintenance 2022-23 (Project No. P220501), to increase the contract amount by \$1,012,969.06 and increase the contract time by forty five (45) days; and,

WHEREAS, the contract with Barriere Construction Co., LLC needs to be amended by change order to adjust the contract quantities with actual quantities resulting in a decrease to the contract amount by \$137,764.48, and a decrease to the contract time by sixteen (16) days.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Change Order No. 2 for Road Maintenance 2022-23 (Project No. P220501), to decrease the contract amount by \$137,764.48 and decrease the contract time by sixteen (16) 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.

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

YEAS: MOBLEY, FONSECA, WILSON, SKIBA, PILIE, COMARDELLE,
O'DANIELS, FISHER, DEBRULER
NAYS: NONE
ABSENT: NONE

And the ordinance was declared adopted this 5th day of February, 2024, to become effective five (5) days after this publication in the official journal.

CHAIRMAN: Bob Fisher
SECRETARY: Nichelle Dupont
CLERK/PARISH PRESIDENT: February 6, 2024
APPROVED: Matthew Jewell

PARISH PRESIDENT: Matthew Jewell
RET/SECRETARY: February 7, 2024
AT: 10:33am RECD BY: [Signature]

SECTION 00806

CHANGE ORDER

No. 2

DATE OF ISSUANCE 01/05/2024

EFFECTIVE DATE 2/16/24

OWNER St. Charles Parish

CONTRACTOR Barriere Construction, LLC

Contract: Road Maintenance 2022-23

Project:

OWNER's Contract No. P220501

ENGINEER's Contract No. 22R00001.000

ENGINEER Digital Engineering and Imaging, Inc.

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

Description:

1. Delete the Following Work Items:

- Contract Item 050: Class II Base Course
Base Bid- Delete item in its entirety. 562.60 TON at the unit price of \$10.00/TON (-\$5,626.00) and 61.30 TON at the unit price of \$250.00/TON (-\$15,325.00). The quantity overall 623.9 TON (-\$20,951.00).
Alt. 1- Delete item in its entirety. 836 TON at the unit price of \$10.00/TON (-\$8,360.00) and 22.6 TON at the unit price of \$250.00/TON (-\$5,650.00). The quantity overall 858.6 TON (-\$14,010.00).
Alt. 2- Delete item in its entirety. 171.9 TON. (-\$42,973.00)
- Contract Item 070: Relocation of Infrastructure Items
Base Bid- Delete item in its entirety. 1 LS (-\$2,000.00)
- Contract Item 081: Adjustment of Drainage Structures
Base Bid- Delete item in its entirety. 1 EA (-\$2,900.00)
Alt. 1- Delete item in its entirety. 2 EA (-\$5,800.00)
- Contract Item 090: Shoulder Material (Stone Fill)
Base Bid- Delete item in its entirety. 782 LF (-\$3,636.30)
Alt. 1- Delete item in its entirety. 1,250 LF (-\$5,812.50)
- Contract Item 092: Shoulder Material (Reclaimed Asphalt Pavement)
Base Bid- Delete item in its entirety. 782 LF (-\$3,636.30)
Alt. 1- Delete item in its entirety. 1,250 LF (-\$5,812.50)
- Contract Item 100: Sodding
Base Bid- Delete item in its entirety. 379 SY (-\$9,096.00)
Alt. 1- Delete item in its entirety. 96 SY (-\$2,304.00)

Total of Deducted Items = (-\$118,933.60)

2. Revise the Following Work Item Quantities:

- Contract Item 020: Cold Plant (2" Thick)
Base Bid- The quantity is to be increased by 622.23 SY. (+\$1,648.91)
Alt. 1- The quantity is to be increased 2,303.52 SY. (+\$6,104.33)
Alt. 2- The quantity is to be increased 2,284.51 SY. (+\$6,053.95)
- Contract Item 030: Asphalt Pavement Overlay
Base Bid- The quantity is to be increased by 1,322.23 SY. (+\$24,196.81)
Alt. 1- The quantity is to be increased by 2,303.70 SY. (+\$42,137.71)
Alt. 2- The quantity is to be increased by 2,211.73 SY. (+\$40,474.66)
- Contract Item 040: Asphalt Patching (6" Thick)
Base Bid- The quantity is to be decreased by 782.82 TON at the unit price of \$155.15/TON (-\$121,454.32) and increased by 15.42 TON at the unit price of \$370.00/TON (+\$5,705.40). The quantity overall decreased by 767.4 TON (-\$113,749.12).
Alt. 1- The quantity is to be decreased by 988.53 TON at the unit price of \$155.15/TON (-\$153,370.43) and increased by 16.34 TON at the unit price of \$370.00/TON (+\$6,045.80). The quantity overall decreased by 972.19 TON (-\$147,324.63).
Alt. 2- The quantity is to be increased by 61.18 TON. (+\$22,636.60)
- Contract Item 080: Adjustment of Manholes
Base Bid- The quantity is to be decreased by 12 EA. (-\$1,894.20)
Alt. 1- The quantity is to be decreased by 15 EA. (-\$2,367.75)
Alt. 2- The quantity is to be decreased by 13 EA. (-\$2,052.05)
- Contract Item 082: Adjustment of Water Valves
Base Bid- The quantity is to be decreased by 1 EA. (-\$500.00)
Alt. 1- The quantity is to be decreased by 1 EA. (-\$500.00)
Alt. 2- The quantity is to be decreased by 1 EA. (-\$500.00)
- Contract Item 091: Shoulder Material (Reclaimed Asphalt Pavement)
Base Bid- The quantity is to be increased by 6,175 LF. (+\$28,713.75)
Alt. 1- The quantity is to be increased by 1,168 LF. (+\$5,431.20)
Alt. 2- The quantity is to be increased by 16,205 LF. (+\$75,343.95)
- Contract Item 110: Reflectorized Raised Pavement Markers (Blue)
Base Bid- The quantity is to be decreased by 11 EA. (-\$198.00)
Alt. 1- The quantity is to be decreased by 7 EA. (-\$126.00)
Alt. 2- The quantity is to be decreased by 17 EA. (-\$306.00)
- Contract Item 120: Plastic Reflective Pavement Striping (4" Width)
Alt. 1- The quantity is to be decreased by 0.102 MILE. (-\$816.00)
- Contract Item 121: Plastic Reflective Pavement Striping (24" Width)
Base Bid- The quantity is to be increased by 25 LF. (+\$475.00)
Alt. 1- The quantity is to be increased by 14 LF. (+\$266.00)

Total of Change in Work Items Quantity = (-\$18,830.88)

Reason for Change Order:




1. Deleted Work Items

- Base Course was not needed. All asphalt patching depths were deep enough to account for base failures; therefore, the Base Course item was no longer needed.
- There was no need for relocation of infrastructure items.
- There was no need to adjust catch basins or other drainage structures.
- RAP shoulder material was used everywhere. The stone and earthen shoulder materials were not needed.

- e. Sodding was not used. Shoulders were dressed with RAP.
2. Revise Work Item Quantities
- a. There was a slight increase in Cold Planning and Asphalt Pavement Overlay.
- b. There was a decrease in the Asphalt Patching. Generally, there was less patching overall than expected when making the contract quantities.
- c. There were less Manhole and Water Valve Adjustments than was anticipated in the contract quantities.
- d. Since none of the other types of Shoulder Materials were used throughout the contract, the total quantity for Shoulder Material (Reclaimed Asphalt Pavement) increased.
- e. There were less ReflectORIZED Raised Pavement Markers (Blue) than originally anticipated in the contract quantities.
- f. There were less quantity Plastic Reflective Pavement Striping (4" Width) than originally anticipated.
- g. The increase in Plastic Reflective Pavement Striping (24" Width) was caused by two crosswalks that were missed in the contract quantities.
- h. Work was completed 16 days prior to the total contract time of 135 days allotted by the last change order.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price \$2,499,902.45	Original Contract Times: Substantial Completion: 90 days Ready for final payment: (days or dates)
Net Increase from previous Change Orders No. 0 to 1: \$1,012,969.06	Net change from previous Change Orders No. 0 to No. 1: Substantial Completion: 45 days Ready for final payment: (days)
Contract Price prior to this Change Order: \$3,512,871.51	Contract Times prior to this Change Order: Substantial Completion: 135 days Ready for final payment: (days or dates)
Net decrease of this Change Order: \$(137,764.48)	Net decrease this Change Order: Substantial Completion: (16 days) Ready for final payment: (days)
Contract Price with all approved Change Orders: \$3,375,107.03	Contract Times with all approved Change Orders: Substantial Completion: 119 days Ready for final payment: (days or dates)

RECOMMENDED: APPROVED: ACCEPTED:

By:  By:  By: 

ENGINEER (Authorized Signature) OWNER (Authorized Signature) CONTRACTOR (Authorized Signature)

Date: 01/04/2024 Date: 2-6-24 Date: 1/4/24

2024-0047

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

ORDINANCE NO. 24-2-5

An ordinance approving and authorizing the execution of a Contract with Orion Industrial Construction, LLC for the East Bank Water Intake Platform Repairs (Project No. WWKS 110), in the amount of \$3,185,675.00.

WHEREAS, on December 7, 2021, St. Charles Parish and Infinity Engineering Consultants, LLC entered into an Emergency Agreement to perform engineering services for the East Bank Water Intake Platform Repairs (Project No. WWKS 110), in the amount not to exceed \$229,400.00; and,

WHEREAS, sealed bids were received by St. Charles Parish on December 21, 2023, for the East Bank Water Intake Platform Repairs (Project No. WWKS 110); and,

WHEREAS, Infinity Engineering Consultants, LLC has reviewed the bids and recommend that the Contract be awarded to the low bidder, Orion Industrial Construction, LLC, in the amount of \$3,185,675.00.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the bid of Orion Industrial Construction, LLC for the East Bank Water Intake Platform Repairs (Project No. WWKS 110), is hereby approved and accepted in the amount of \$3,185,675.00.

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:

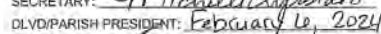
YEAS: MOBLEY, FONSECA, WILSON, SKIBA, PILIE, COMARDELLE, O'DANIELS, FISHER, DEBRULER

NAYS: NONE

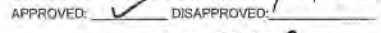
ABSENT: NONE


And the ordinance was declared adopted this 5th day of February, 2024, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: 

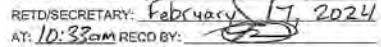
SECRETARY: 

CLVD/PARISH PRESIDENT: February 16, 2024

APPROVED:  DISAPPROVED:

PARISH PRESIDENT: 

RETD/SECRETARY: February 17, 2024

AT: 10:33am RECD BY: 

SECTION SCP-E-00500

CONTRACT

This agreement entered into this _____ day of _____, 20____, by Orion Industrial Construction, LLC hereinafter called the "Contractor", whose business address is 12000 Aerospace Ave., Ste 300, and the St. Charles Parish, hereinafter called the "Owner".
Houston, TX 77034

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: East Bank Water Intake Platform Repairs
Project Number: WWKS 110
- 1.02 The abovementioned work shall be completed in strict accordance with Contract Documents prepared by: Infinity Engineering Consultants, LLC.
- 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 September 14, 2023, Addenda number(s) 6, 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: Water Intake Platform Repairs.

ARTICLE 2

ENGINEER

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

ARTICLE 3

CONTRACT TIME

- 3.01 The Contractor shall complete the Work under the Contract within 365 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 Seven Hundred and Fifty dollars \$750 per day as Liquidated Damages for delay (but not as a penalty). Such Liquidated Damages will be assessed for each calendar day that expires after the Contract Time. This amount represents a reasonable estimate of Owner's expenses for extended delays and the costs associated therein. This provision shall be effective between the parties ipso facto and without demand or putting in default, it being specifically agreed that the Contractor by his mere failure to complete the work on or before the date specified shall be deemed in default.

ARTICLE 5

CONTRACT PRICE

- 5.01 The Owner will pay and the Contractor will accept in full consideration for the performance of the Contract the sum of:
- a) (\$ 3,185,675.00) Times Eighteen One Hundred Eightyfour One Hundred and 00/100 Dollars based on unit prices specified within this contract document. Contract price is firm and subject only to modification by written Change Order agreed to and signed by both parties and the Engineer and approved by the St. Charles Parish Council.

ARTICLE 6

PAYMENT PROCEDURES

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

ARTICLE 7

CONTRACTOR'S REPRESENTATIONS

- 7.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
- 7.02 Contractor has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or finishing of the Work.
- 7.03 Contractor has studied carefully all reports of explorations and tests of subsurface physical conditions and drawings of physical conditions which are identified in the Information Available To Bidders and as provided in the General Conditions.
- 7.04 Contractor has obtained and carefully studied (or assumed responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Paragraph 2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or which otherwise may affect the cost, progress, performance or furnishing of the Work as Contractor considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents. In exercising its responsibility with respect to subsurface conditions and physical conditions at the site, Contractor has or will obtain or perform at no additional cost to the Owner such additional examinations, investigations, explorations, tests, reports, studies, or similar information or data as may be required by Contractor for such purposes.

ARTICLE 8

CONTRACT DOCUMENTS

- 8.01 The following Contract Documents, which comprise the entire Agreement between Owner and Contractor, are all hereby made a part of that Agreement to the same extent as if incorporated herein in full:
- a) Contract (Section 00500)
- b) Performance Bond (Section 00611)
- c) Payment Bond (Section 00610)
- d) Insurance Certificates
- e) Advertisement for Bids (Section 00010)
- f) Louisiana Uniform Public Works Bid Form (Section 00300)
- g) Addenda (Numbers 1 to 6 inclusive)
- h) Contract documents bearing the general title East Bank Water Intake Platform Repairs dated September 14, 2023.
- i) Drawings, consisting of a cover sheet dated September 14, 2023, and the sheets listed on Drawing September 14, 2023; each sheet bearing the following general title: East Bank Water Intake Platform Repairs.
- j) General Conditions (Section 00700)

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

ARTICLE 9

MISCELLANEOUS

- 9.01 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and, unless specifically stated to the contrary in any written consent to an assignment, no assignment will

release or discharge the assignor from any duty or responsibility under the Contract Documents. Notwithstanding the foregoing, the Owner may assign this contract to the State of Louisiana or any political subdivision, municipality, special district or authority thereof without Contractor's consent and without recourse.

9.02 Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

9.03 It is hereby agreed and understood by the parties hereto that any and all disputes that may result in litigation shall be litigated in the 29th Judicial District Court for the Parish of St. Charles.

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

OWNER: Parish of St. Charles

By: _____

Title: _____

ATTEST:

By: _____

Title: _____

CONTRACTOR:

By: Timothy Driver

Title: Senior Vice President of Operations

ATTEST:

By: Terril Ibarra

Title: Contracts Administrator

2024-0048
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)

ORDINANCE NO. 24-2-6
An ordinance approving and authorizing the execution of Change Order No. 1 for the Hydraulic Bottleneck Near Destrehan P.S. No. 2. (Project No. P190507), to increase the contract amount by \$476,447.31 and increase the contract time by 76 days.

WHEREAS, Ordinance No. 19-7-1 adopted July 1, 2019, by the St. Charles Parish Council, approved and authorized the execution of a professional service multi-phase project agreement with Evans-Graves Engineers, Inc., for providing all necessary professional engineering services for a project that improves conveyance capacity in a canal in the vicinity of Destrehan Pump Station (P.S.) No. 2. (Parish Project Number P190507), in the amount not to exceed \$105,160.00; and,

WHEREAS, Ordinance No. 22-12-7 adopted December 5, 2022, by the St. Charles Parish Council, approved and authorized the execution of a contract with Cycle Construction Company, LLC, for the Hydraulic Bottleneck Near Destrehan P.S. No. 2. (Project No. P190507) in the amount of \$2,264,960.00; and,

WHEREAS, Ordinance No. 23-5-2 adopted May 8, 2023, by the St. Charles Parish Council, approved and authorized the executions of a Professional Services Agreement with Alpha Testing and Inspection, Inc., to perform testing services for the Hydraulic Bottleneck Near Destrehan P.S. No. 2 (Project No. P190507), in the not to exceed amount of \$26,000.00; and,

WHEREAS, Ordinance No. 23-11-12 adopted November 20, 2023, by the St. Charles Parish Council, approved and authorized the execution of Amendment No. 1 to a Professional Services Agreement with Alpha Testing and Inspection, Inc., for additional testing services for the Hydraulic Bottleneck Near Destrehan P.S. No. 2 (Project No. P190507), in the not to exceed amount of \$19,000.00, increasing the overall not to exceed fee to \$45,000.00; and,

WHEREAS, it is necessary to amend the construction contract to include the unforeseen scope item of installing a cofferdam within Dunleith Canal, resulting in an increase to the contract amount by \$381,206.18 and increase contract time by 49 calendar days; and,

WHEREAS, it is necessary to amend the construction contract to incorporate costs for the contractor to remove pieces of said cofferdam due to direction from St. Charles Parish, resulting in an increase to the contract amount by \$95,241.13 and increase the contract time by 27 calendar days; and,

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:
SECTION I. That Change Order No. 1 for Hydraulic Bottleneck Near Destrehan P.S. No. 2. (Project No. P190507), to increase the contract amount by \$476,447.31 and increase the contract time by 76 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.

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

YEAS: MOBLEY, FONSECA, WILSON, SKIBA, PILIE, COMARDELLE,
O'DANIELS, FISHER, DEBRULER
NAYS: NONE
ABSENT: NONE

And the ordinance was declared adopted this 5th day of February, 2024, to become effective five (5) days after this publication in the official journal.

CHAIRMAN: Bob Fiesler
SECRETARY: Michelle Dupont
DLVD/PARISH PRESIDENT: February 6, 2024
APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell
RET/SECRETARY: February 7, 2024
AT: 10:33am RECD BY: _____

SECTION 00806

CHANGE ORDER

DATE OF ISSUANCE January 17, 2024 EFFECTIVE DATE 2/6/24

OWNER St. Charles Parish Department of Public Works
CONTRACTOR Cycle Construction Company, LLC
Contract: P190507 Hydraulic Bottleneck Near Destrehan P.S. No. 2
Project: Hydraulic Bottleneck Near Destrehan P.S. No. 2
OWNER's Contract No. P190507 ENGINEER's Contract No. 2019-730
ENGINEER Evans-Graves Engineers, Inc.

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

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

- Delete the Following Work Items:
 - Not Applicable (N/A)Total of Deleted Items = (-\$0.00)
- Add the Following Work Items:
 - New Contract Item #: 14) Temporary Steel Sheet Pile Cofferdam and Dewatering as required for Construction of West Side Sheet Pile Bulkhead Installation around Shell and Enterprise Pipelines.
Addition of \$ 381,206.18 (L.S.). See attached cost estimate for details.
 - New Contract Item #: 15) Emergency Work and Recovery for Storm Events.
Addition of \$ 95,241.13 (L.S.). See attached cost estimate for details.Total of Added Work Items = (+\$ 476,447.31)
- Revise the Following Work Item Quantities:
 - Not Applicable (N/A)Total of Change in Work Items Quantity = (+/- \$0.00)

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

- Deleted Work Items:
 - Not Applicable (N/A)
- Add Work Items:
 - In order to complete the Contract work as required in the Construction Documents at the Shell and Enterprise pipeline corridor, the Contractor, Cycle Construction, LLC, erected a Temporary Retaining Structure (TRS) behind the existing sheet pile bulkhead on the west side of the Dunleith Canal, so that the pipelines could be exposed and the required Contract work performed in the excavation. This work was included in the Construction Bid and was performed at no additional cost. However, the existing west side sheet pile bulkhead did not provide cutoff for seepage from the Dunleith Canal, and the TRS excavation filled with Canal water until the water in the excavation equalized with the water level within the Dunleith Canal itself, approximately 5 feet deep. This prevented the Contract work from being able to proceed at this location, which required dry conditions for the work around the pipelines. After attempts to dewater the TRS failed, Cycle Construction requested and received permission to vary the Contract Documents by constructing a cofferdam within the Dunleith Canal and dewatering that portion of the Canal in order to create dry conditions for construction to proceed. The cost and time associated with this work included extended field office overhead during the delay period, the actual costs of furnishing, driving, and ultimately removing the steel sheets for the cofferdam, and the actual costs of furnishing pumps and plugs for dewatering the Canal. The delay time extended from the initial instance of the TRS filling with water (9/12/2023) until the construction of the cofferdam was completed and contract work could continue to proceed (10/30/2023): 49 calendar days in total.
 - In conjunction with the installation of the cofferdam as described above, the anticipated severe weather and intense rainfall expected in early December 2023 prompted the Owner to direct partial removal/extraction of cofferdam steel sheet piling and re-watering of the area in order to facilitate drainage flow within the Canal. Following the rain event, the cofferdam was re-constructed and dewatered again. The cost and time associated with this work included extended field office overhead during the delay period and the actual costs of extracting and re-driving the steel sheets for the cofferdam. The delay time extended from the beginning of cofferdam

extraction (12/1/2023) until the re-construction of the cofferdam was completed and dewatered and contract work could continue to proceed (12/27/2023): 27 calendar days in total.

- Revise Work Item Quantities
 - Not Applicable (N/A)

Attachments: (List documents supporting change)

Cycle RFC-006 TRS Delays Proposal, dated 1/4/2024

Cycle RFC-007 Emergency Work and Recovery Proposal, dated 1/9/2024

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price \$ <u>\$2,264,960.00</u>	Original Contract Times: Substantial Completion: <u>One Hundred Twenty (120)</u> Ready for final payment: <u>One Hundred Sixty-Five (165)</u> (days or dates)
Net Increase (Decrease) from previous Change Orders No. <u>N/A</u> to <u>N/A</u> : \$ <u>\$0.00</u>	Net change from previous Change Orders No. <u>N/A</u> to No. <u>N/A</u> : Substantial Completion: <u>0</u> Ready for final payment: <u>0</u> (days)
Contract Price prior to this Change Order: \$ <u>\$2,264,960.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>One Hundred Twenty (120)</u> Ready for final payment: <u>One Hundred Sixty-Five (165)</u> (days or dates)
Net Increase (decrease) of this Change Order: \$ <u>\$476,447.31</u>	Net increase (decrease) this Change Order: Substantial Completion: <u>Seventy-Six (76)</u> Ready for final payment: <u>Seventy-Six (76)</u> (days)
Contract Price with all approved Change Orders: \$ <u>\$2,741,407.31</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>One Hundred Ninety-Six (196)</u> Ready for final payment: <u>Two Hundred Forty-One (241)</u> (days or dates)

RECOMMENDED: _____ APPROVED: _____ ACCEPTED: _____
By: Matthew Jewell By: Matthew Jewell By: Matthew Jewell
(ENGINEER (Authorized Signature)) (OWNER (Authorized Signature)) (CONTRACTOR (Authorized Signature))
Date: 1/19/2024 Date: 2-6-24 Date: 1/18/24

2024-0049
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)

ORDINANCE NO. 24-2-7
An ordinance approving and authorizing the execution of a Construction Manager at Risk (CMAR) Pre-Construction Services Agreement (Contract) with Cajun Industries, Inc., for the Engineers Canal Pump Station Improvements (Project No. P220206), in the amount of \$2,550,000.00.

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 Volkert, Inc., to perform planning services for the Engineers Canal Pump Station Improvements Project (Project No. P220206), in the lump sum amount of \$57,266.00; and,

WHEREAS, Ordinance No. 23-7-10 adopted on July 10, 2023, by the St. Charles Parish Council, approved and authorized the execution of 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, increasing the total not to exceed fee to \$773,774.00; and,

WHEREAS, St. Charles Parish opted for the Construction Manager at Risk (CMAR) approach to design and construct the Engineers Canal Pump Station as a cost and time saving benefit to the Parish; and,

WHEREAS, on November 13, 2023, St. Charles Parish accepted Requests for Qualifications (RFQ) proposals for potential CMAR Contractors and St. Charles Parish selected Cajun Industries, Inc. as the desired CMAR Contractor; and,

WHEREAS, St. Charles Parish has set a not to exceed fee of \$50,000.00 for the Pre-Construction Services Phase Fee, as well as a not to exceed fee of \$2,500,000.00 for any potential physical work and/or additional services needed that will be issued via Task Orders, that are necessary during the Pre-Construction Services Phase; and,

WHEREAS, the attached Pre-Construction Services Agreement between St. Charles Parish and Cajun Industries, Inc., as well as the CMAR General Conditions, describe the details of the proposed services and compensation.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:
SECTION I. That the CMAR Contract between St. Charles Parish and Cajun Industries, Inc., to perform Pre-Construction Services for the Engineers Canal Pump Station Improvements (Project No. P220206), in the not to exceed amount of \$2,550,000.00 is hereby approved and accepted.

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

SECTION III. That the adoption of this ordinance will establish approval for any and all future Task Orders as issued throughout the Pre-Construction Services Phase, for necessary physical work and/or additional services.

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

YEAS: MOBLEY, FONSECA, WILSON, SKIBA, PILIE, COMARDELLE,
O'DANIELS, FISHER, DEBRULER
NAYS: NONE
ABSENT: NONE

And the ordinance was declared adopted this 5th day of February, 2024, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Fiesler
SECRETARY: Michelle Dupont
DLVD/PARISH PRESIDENT: February 6, 2024
APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell
RET/SECRETARY: February 7, 2024
AT: 10:33am RECD BY: _____

This Construction Manager at Risk (CMAR) Pre-Construction Services Agreement, (hereby after the Agreement or Contract), made and entered into in multiple counterparts, effective on the last date executed by a party hereto, by and between:

ST. CHARLES PARISH

("SCP")

and

CAJUN INDUSTRIES, LLC

("CMAR")

(each a "Party" or collectively the "Parties") for Pre-Construction Services in connection with the following Project:

Project name: **Engineers Canal Pump Station Improvements**
Project No: **P220206**
("Project")

the Construction Documents for which have been or will be prepared by Volkert, Inc. ("Design Professional" or "DP").

In consideration for the mutual covenants and obligations contained herein, SCP and CMAR agree as set forth herein.

Article 1 Scope of Work

1.1 CMAR shall perform all needed services in the Pre-Construction Services Phase of the Project, and provide all materials, equipment, tools, and labor necessary to satisfactorily complete all work, deliverables and services described in and reasonably inferable from the Contract Documents (collectively "Scope of Work", "Project Work" or "the Work"). The Parties agree that this Agreement shall not be effective as a contract for Construction Phase services until such time as the Parties execute a Construction Services Agreement if they agree upon a Guaranteed Maximum Price (GMP), Contract Time, and Construction Phase Fee. Execution of this Pre-Construction Services Agreement is in no way an indication or commitment that the Construction Services contract will be executed with CMAR or any third party and does not imply any obligation on the part of St. Charles Parish to do so. Any reference to Construction-Phase Services in this Agreement is for informational purposes and is not indicative that CMAR will be awarded the Construction Services Agreement. Any reliance by CMAR on this Pre-Construction Services Agreement is indicative that a Construction Services contract will be executed at CMAR's own risk. St. Charles Parish will not be liable for such reliance or for any costs associated therewith.

1.2 Sub-phasing of Construction Phase. During the Pre-Construction Services Phase, CMAR shall provide recommendations regarding accelerated or fast-track scheduling, procurement, or phased construction. CMAR shall consider cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues. If SCP elects to construct the Project in phases, SCP will give written notice to CMAR, requesting a phased GMP. The GMP for the phased Scope of Work will be incorporated into the Agreement according to Section 2.1.10 of the "Exhibit A - CMAR General Conditions".

1.3 CMAR shall provide services for the Pre-Construction Services Phase in accordance with this Agreement and “Exhibit A – CMAR General Conditions”.

During the Pre-Construction Services Phase, CMAR shall prepare itemized cost estimates in accordance with Section 2.1.9 of “Exhibit A – CMAR General Conditions” and provide a GMP, using the format set forth in “Exhibit C – Cost of the Work – Schedule of Values” (template), which excludes the Pre-Construction Services Phase Fee, for SCP’s review and approval for all the Work required to complete the Project.

If the GMP proposed by CMAR is acceptable to SCP, the Parties shall execute a separate Construction Services Agreement, of a Construction Contract and Construction Contract General Conditions, to establish the GMP and Construction Phase Fee, and to incorporate into the Agreement the Construction Documents.

If the GMP proposed by CMAR is not acceptable to SCP, SCP may terminate the Agreement or act as otherwise provided for in the “Exhibit A – CMAR General Conditions.”

Article 2 Contract Documents

2.1 The “Contract Documents” are comprised of the following. In the event of a conflict in the Contract Documents, the Contract Documents will be applied in the following order of precedence:

2.1.1 This Agreement without Exhibits and any amendments or change orders thereto.

2.1.2 Exhibit A– CMAR General Conditions

2.1.3 Exhibit B – Project Program

2.1.4 Exhibit C – Cost of the Work – Schedule of Values (template)

2.1.5 The following other documents, if any, forming part of the Agreement:

- Unit Price Schedules
- CMAR’s Allowances
- All applicable permits

2.1.6 Any other items stipulated by the Parties as included in the Contract Documents, including supplements and addenda to the documents identified herein.

Article 3 Interpretation and Intent

3.1 The Contract Documents are complementary and must be interpreted in harmony to avoid conflict or ambiguity, with words and phrases interpreted consistent with construction and design industry standards.

3.2 Terms, words, and phrases used in the Contract Documents shall have the meanings as defined in the “Exhibit A – CMAR General Conditions” or this Agreement, and if not specifically defined, their ordinary and common meaning.

3.3 The Contract Documents form the entire Agreement between SCP and CMAR and by incorporation herein are as fully binding on the Parties as if set forth herein. No oral representations or other agreements have been made by the Parties except as specifically stated in the Contract Documents.

Article 4 Ownership of Documents

4.1 SCP, through its separate agreement with the Design Professional, has and shall continue to have ownership of all drawings, specifications, and other documents and electronic data furnished by Design Professional.

4.2 SCP shall also have ownership of documents or electronic data like those described in Article 4.1 above created by or in the possession of CMAR as well as any estimates, schedules, value engineering submissions, or other work product or deliverable furnished by CMAR to SCP.

Article 5 Contract Time

5.1 SCP and CMAR mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents. CMAR understands that the time(s) for completion(s) set forth in these documents are essential to SCP and a material consideration for this Agreement.

5.2 For the Pre-Construction Services Phase, the Work and Contract Time shall commence within ten (10) days of execution of this Agreement, unless the Parties mutually agree otherwise in writing. For the Construction Phase Services, if that contract is awarded to CMAR, the Work shall commence onsite within ten (10) days of the date set in SCP’s Notice-to-Proceed (NTP) to CMAR unless the Parties mutually agree otherwise in writing. Contract Time shall start on the date as set in the NTP.

5.3 Substantial Completion

5.3.1 Substantial Completion of the Work shall be achieved as mutually agreed upon.

5.3.2 Interim milestones and/or Substantial Completion of identified portions or phases of the Work shall be achieved as described in Section 7.8 of Exhibit A – CMAR General Conditions once agreed upon by SCP, CMAR and DP, subject to adjustments in accordance with the Contract Documents.

5.4 Final Completion

5.4.1 Final Completion of the Work shall be achieved within an agreed upon number of calendar days after the date established for Substantial Completion of the Work, unless otherwise mutually agreed by amendment or change order.

5.4.2 Interim milestones and/or Final Completion of identified portions or phases of the Work shall be achieved as described in Section 7.9 of Exhibit A – CMAR General Conditions, subject to adjustments in accordance with the Contract Documents.

Ascertained and Liquidated Damages. CMAR understands and acknowledges that if Substantial Completion is not achieved by the Substantial Completion Date provided in Article 5.3.1, and Article 5.3.2 above or as later established for identified portions or phases of the Work, SCP will suffer damages, which are difficult to accurately quantify and ascertain. CMAR agrees that, without the necessity or formality of putting CMAR in default therefore, if Substantial Completion for each portion or phase of the Work is not timely achieved, CMAR shall pay SCP One Thousand dollars (\$1,000.00) per day as ascertained and liquidated damages, and not as a penalty, for each calendar day that Substantial Completion for each portion or phase extends beyond the Substantial Completion Date(s). In addition, if Final Completion is not attained within the period defined by Article 5.4 above, CMAR shall pay SCP One Thousand dollars (\$1,000.00) per day as additional ascertained and liquidated damages, and not as a penalty, for each calendar day that Final Completion extends beyond the required date. The liquidated damages provided for herein shall be in lieu of all liability for all extra costs, losses, expenses, claims, penalties, and any other damages, whether special or consequential, and of whatever nature incurred by SCP which are occasioned by any delay in CMAR achieving Substantial Completion or Final Completion on or after the established dates.

Notwithstanding anything stated herein, the above-stated ascertained and liquidated damages shall in no way limit SCP’s other rights (e.g., “recovery measures” or termination) or limit SCP’s entitlement to damages for any breach other than for delay for which CMAR may be responsible pursuant to the terms of this Agreement or applicable law. If for any reason ascertained and liquidated damages as set forth in this section are unenforceable, SCP shall be entitled to recover its actual damages sustained because of any delay in the completion of this Project.

Article 6 Pre-Construction Services Phase Fee and Guaranteed Maximum Price

6.1 SCP shall pay CMAR a Pre-Construction Services Phase Fee for the Pre-Construction Services and, if the Agreement is amended to include Construction Phase Services, a Construction Phase Fee for Construction Phase Services as provided in the Contract Documents. CMAR’s Construction Phase Fee, plus the Cost of the Work, Contingencies and Allowances, each as defined in “Exhibit A – CMAR General Conditions”, will comprise the GMP to be established in compliance with “Exhibit A – CMAR General Conditions”. Unless otherwise agreed to, CMAR’s GMP is deemed to include all required taxes (including sales and use taxes), as well as all applicable bond and insurance costs.

6.1.1 The Pre-Construction Services Phase Fee, as defined in Section 1.2 of the “Exhibit A – CMAR General Conditions”, shall be a not to exceed amount of fifty thousand dollars (\$50,000.00).

6.1.2 Section 1.2.29 of Exhibit A – CMAR General Conditions describes “Pre-Construction Services” to also include services listed in the Project Program. These services may include, but are not limited to:

- Clearing and Demolition
- Drainage Excavation and dewatering
- Additional topographic, or subsurface utility surveys or field investigation (potholing) prior to construction
- Utility abandonment and/or relocation

6.1.3 Additional services not previously listed in the Project Program may include purchasing of long lead time items such as mechanical bar screen cleaners, vertical turbine drainage pumps, steel sheet piles, and other items that would normally delay the initiation of a construction project because of material procurement.

6.1.4 The fee for said potential additional services as listed in 6.1.2 and 6.1.3 above, shall be limited to a not to exceed fee of \$2,500,000.00, issued via Task Order on an as needed basis, upon mutual agreement between SCP, DP and CMAR of scope and fee for each individual task.

6.1.5 The Construction Phase Fee, as defined in Section 1.2 of the “Exhibit A – CMAR General Conditions”, shall be a fixed fee.

6.2 If the GMP requires an adjustment due to changes in the Scope of Work during the Construction Phase, the cost of such changes shall be determined in accordance with Section 10 of the “Exhibit A – CMAR General Conditions”.

6.3 For SCP-caused construction delays, either agreed to or awarded, CMAR will provide all the necessary extended Construction General Conditions for a daily sum as provided for in Sections 9.7 and 10.4 of the “Exhibit A – CMAR General Conditions”. The specific amount of extended Construction General Conditions will be determined by the SCP on a case-by-case basis prior to issuance of a change order and must be determined to be fair and reasonable to the satisfaction of SCP and the Construction Management Professional.

Article 7 Procedure for Payment

7.1 Progress Payments. CMAR shall submit to SCP a monthly CMAR’s Application for Payment.

7.1.1 For Pre-Construction Services, CMAR shall submit to SCP a monthly CMAR’s Application for Payment based on the flat, hourly billing rates for the Pre-Construction Services Phase as set forth in this Agreement. The total of all CMAR’s approved applications for payment for Pre-Construction Services Phase services shall constitute an Allowance to be included in the GMP per Section 7.10 of “Exhibit A – CMAR General Conditions”, payable upon execution of the contract amendment for Construction. In the event the Agreement is terminated, the total of all CMAR’s approved applications for payment for Pre-Construction Services Phase services shall be immediately payable as provided for in the “Exhibit A – CMAR General Conditions” Section 12.

There will be no other costs or multipliers added to the all-inclusive, flat rates. No overtime shall be charged unless specifically authorized by SCP, and the overtime rate shall be no more than 1.5 times the hourly rate. Subconsultants’ and Subcontractors’ costs shall be considered direct costs and compensation for services by them shall be based on original invoices submitted by them to CMAR with no additional markup by the Subconsultant and Subcontractor firm(s) nor CMAR.

7.1.2 During the Pre-Construction Services Phase, CMAR may be required to perform Physical Work at the project site. The cost to SCP for Physical Work shall be negotiated and agreed upon between SCP and CMAR prior to performance in accordance with Section 10.4.1(b) or 10.4.1(c) of “Exhibit A – CMAR General Conditions”. Physical Work shall only be authorized for payment upon completion or as approved by SCP. The amount to be paid for Physical Work during the Pre-Construction Services Phase is described above in Sections 6.1.2 through 6.1.4. This amount is not included in the Pre-Construction Services Phase Fee provided for in Section 6.1.1.

7.1.3 Payment for CMAR’s Construction Services shall be made in accordance with Section 7 of the “Exhibit A – CMAR General Conditions”. All costs that exceed the GMP and are not authorized by change order shall be paid by CMAR and not SCP.

Article 8 Termination for Convenience

8.1 This Agreement may be terminated for the convenience of SCP as provided for in Section 12.1 of the “Exhibit A – CMAR General Conditions”.

Article 9 Representatives of the Parties; Authority

9.1 SCP’s Representatives.

9.1.1 SCP designates Miles B. Bingham, P.E., Director of Public Works (name, title) as “SCP’s Senior Representative”, who has the authority and responsibility set forth in the Contract Documents, including the authority and responsibility for avoiding and resolving disputes under Section 11 of the “Exhibit A – CMAR General Conditions”.

9.1.2 SCP designates Andre R. Ford, P.E., Parish Engineer II (name, title) as “SCP’s Representative(s)”, who has the authority and responsibility set forth in the Contract Documents.

9.2 CMAR’s Representatives.

9.2.1 CMAR designates Scott Swindler, Vice President – Infrastructure, Cajun Industries, LLC (name, title, company name) as “CMAR’s Senior Representative”, who has the authority and responsibility set forth in the Contract Documents, including the authority and responsibility for avoiding and resolving disputes under Section 11 of the “Exhibit A – CMAR General Conditions”.

9.2.2 CMAR designates Caleb Bailey, Project Manager/Manager of Estimating and Steve Harper, Senior Estimator, Cajun Industries, LLC (name, title, company name) as the “CMAR Representative,” who has the authority and responsibility set forth in the Contract Documents.


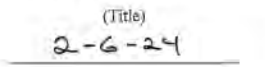

9.2.3 CMAR designates Matt Swindler, Construction Manager, Cajun Industries, LLC (name, title, company name) as the “Superintendent”, who has the authority and responsibility set forth in the Contract Documents.

9.2.4 CMAR’s Representatives and Superintendent, as approved by SCP, shall not be replaced without SCP’s prior written approval.

9.2.5 CMAR warrants and shall ensure that only individuals who are authorized to legally bind CMAR will sign documents associated with this Agreement.

Article 10 Bonds and Insurance

10.1 Prior to, and as a condition for CMAR to perform Pre-Construction Services Phase Services, CMAR shall procure, deliver, and maintain insurance coverage as provided in Section 6 of the “Exhibit A – CMAR General Conditions.” Prior to, and as a condition for CMAR to perform Construction Phase Services and SCP’s issuance of a Notice-To-Proceed, CMAR shall procure, deliver, and maintain Performance and Payment Bonds and insurance coverage, as provided in Section 6 of the “Exhibit A – CMAR General Conditions.”

CMAR: CAJUN INDUSTRIES, LLC By Its Authorized Representative:	St. Charles Parish:  (Signature)  (Printed Name)  (Signature)  (Printed Name)  (Date)
_____ (Signature)	
_____ (Printed Name)	
_____ (Title)	
_____ (Date)	

2024-0064
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(GRANTS OFFICE)

RESOLUTION NO. 6752
A resolution approving and authorizing the execution of a Cooperative Endeavor Agreement between the Louisiana Department of the Treasury and the State of Louisiana, and St. Charles Parish regarding the allocation of \$70,000.00 to be utilized for the Odd Fellows Lodge #2842.

WHEREAS, Act 397 of 2023 Regular Legislative Session of the Louisiana Legislature, which was adopted in accordance with Article VII, Section 10, of the Constitution of the State of Louisiana, is the appropriation for the expenditures of State funds; and,
WHEREAS, Act 397 of 2023 Regular Legislative contains a line item appropriation within the State’s budget allocating \$70,000.00 in State Aid to Local Government Entitles State General Fund Direct funding to St. Charles Parish for the benefit of the Old Fellows Lodge #2842; and,
WHEREAS, the Appropriations Act authorizes payment of expenditures from July 1, 2023 through June 30, 2024; and,
WHEREAS, St. Charles Parish will serve as a pass thru entity for these funds; and,
WHEREAS, the State of Louisiana has prepared the necessary Agreement to provide

the funding, 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 a Cooperative Endeavor Agreement between the State of Louisiana Department of the Treasury and the State of Louisiana, and St. Charles Parish for funding for the Odd Fellows Lodge #2842.

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 agreement.

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

YEAS: MOBLEY, FONSECA, SKIBA, PILIE, COMARDELLE, O'DANIELS, FISHER, DEBRULER

NAYS: NONE

ABSENT: NONE

ABSTAIN: WILSON

And the resolution was declared adopted this 5th day of February, 2024, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: *Bob Fisher*

SECRETARY: *Michelle P. Patake*

CLYO/PARISH PRESIDENT: *February 16, 2024*

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: *Matthew Jewell*

RETD/SECRETARY: *February 17, 2024*

AT: *10:33am* RECD BY: *[Signature]*

Contact Sheet

Act 397 2023 Regular Legislative Session

Please complete all sections:

Legal Name of Entity: St. Charles Parish

Authorized Person: Matthew Jewell

Contact Person, if different: Carla Chiasson

Telephone Number: 985-783-5165

Fax Number: 985-308-1950

Email Address: cchiasson@stcharlesgov.net

Fed Tax ID#: 72-6001208

Physical Address: 15045 River Road, Hahnville, LA 70057

Mailing Address: P.O. Box 302, Hahnville, LA 70057

Parish: St. Charles Parish

Legal Status of Entity *: Local Government Authority

* The legal status of the entity may be any of the following:

Sole Proprietorship

Partnership

Limited Liability Company

Municipality

Local Governmental Authority

Corporation

Non-profit Corporation

Non-Profit Religious Corporation

STATE OF LOUISIANA

COOPERATIVE ENDEAVOR AGREEMENT

(Line Item Appropriation)

THIS COOPERATIVE ENDEAVOR, is made and entered into by and between the Louisiana Department of the Treasury and the State of Louisiana, hereinafter referred to as "State" and/or "Agency" and St. Charles Parish officially domiciled at P.O. Box 302, 15045 River Road, Hahnville, LA 70057, hereinafter referred to as "Contracting Party".

ARTICLE I

WITNESSETH:

- 1.1 WHEREAS, Article VII, Section 14(c) of the Constitution of the State of Louisiana provides that "for a public purpose, the state and its political subdivisions...may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual," and
- 1.2 WHEREAS, Acts of the 2023 Regular Legislative Session of the Louisiana Legislature, which were adopted in accordance with Article VII, Section 10, of the Constitution of the State of Louisiana, is the appropriation for the expenditure of State funds, and said Act 397 contains a line item appropriation within the Agency's budget for the benefit of St. Charles Parish of which the sum of SEVENTY THOUSAND & NO/100 (\$70,000.00) DOLLARS has been allocated for this program/project, as set forth in the Attachment A Plan, which is attached to this Agreement and made a part hereof;
- 1.3 WHEREAS, the Agency desires to cooperate with the Contracting Party in the implementation of the project as hereinafter provided;
- 1.4 WHEREAS, the public purpose is described as: improve and renovate the Odd Fellows Lodge #2842;
- 1.5 WHEREAS, the Contracting Party has provided all required information in accordance with said Act of the 2023 Regular Legislative Session, if applicable and the Governor's Executive Order JBE 2016 - 38 on accountability for line item appropriations; and is attached to this agreement and made part hereof by reference as "Attachment E."

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE II

SCOPE OF SERVICES

- 2.1 The Contracting Party shall: improve the Odd Fellows Lodge #2842 by (1) tearing down existing structure and salvaging bricks, wood, etc., (2) performing ground work, adding fill, and ruffing in plumbing, (3) forming and pouring concrete, (4) installing 30 x 60 metal building.
- 2.2 Deliverables: Spend \$70,000 to hire a contractor to complete improvements to the Odd Fellows Lodge #2842 by June 30, 2024.
- The Contracting Party will provide to the State written quarterly Progress Reports (Attachment C) outlining the Contracting Party's resources, initiatives, activities, services and performance consistent with the provisions, goals and objectives of this Agreement and quarterly Cost Reports (Attachment D) which provide detailed cost information outlining the use of the above referenced appropriated funds. Attachment C, Progress Report and Attachment D, Cost Report are attached to this agreement and made part thereof by reference. Adequate supporting documentation (including copies of invoices, checks and other appropriate records reflecting expenses incurred) shall be attached to the reports. All original documentation supporting the reports shall be maintained by the Contracting Party, and shall be subject to audit, as hereinafter stated. These reports that are to be provided quarterly shall be due and delivered to the Agency on or before the 31st of October for the quarter ending September 30, the 31st day of January for the quarter ending December 31, the 30th day of April for the quarter ending March 31, and the 15th day July for the quarter ending June 30, there being no exceptions or waivers of this July reporting due date.
- 2.3 Budget: The Budget for this project is incorporated herein as Attachment B which is attached hereto and made a part hereof by reference and shows all anticipated revenues and expenditures provided by this cooperative endeavor. The Budget for this project shall not exceed the total sum SEVENTY THOUSAND, & NO/100 (\$70,000.00) DOLLARS which sum shall be inclusive of all costs or expenses to be paid by the State in connection with the services to be provided under this agreement. This is the total sum that has been appropriated by the State for this program/project. No state funds shall be paid for any one phase of this Agreement that exceeds the Budget attached as "Attachment B", without the prior approval of the State. Attachment B Page 2 - Staffing Chart and Attachment B Page 3 - Schedule of Professional and Other Contracting Services are also attached hereto and made a part hereof by reference, and shall be fully completed by the Contracting Party for attachment to and inclusion as a part of this Agreement.
- 2.4 Disclosure and Certification Statement(s): Attachment E - Disclosure and Certification Statement to this Agreement must be fully completed, dated and executed by a duly authorized representative of the Contracting Party. Additionally, the Contracting Party shall attach to this

Attachment E, where applicable, the following: a) a copy of the board resolution authorizing execution of this Agreement on behalf of the Contracting Party, or other written authorization for such execution that may be appropriate, as the case may be; and, b) a copy of a Certificate of "Good Standing" from the Secretary of State. Additionally, as to all sub-contracting, sub-recipient parties shown and identified in Attachment B Page 3 and any attachments thereto, Attachment E-1 - Disclosure and Certification Statement to this Agreement must be fully completed, dated and executed by a duly authorized representative of each such sub-contracting, sub-recipient party, and shall have attached thereto, where applicable, the same attachments required for the Contracting Party in a) and b) of this paragraph. For public or quasi-public entities which are recipients under Acts of the 2023 Regular Legislative Session and which are not budget units of the State, no funds shall be transferred unless said Contracting Party submits to the Legislative Auditor for approval a copy of this Agreement and Budget showing all anticipated use of the appropriation, an estimate of the duration of the project and a plan showing specific goal and objectives for the use of such funds, including measures of performance. This requirement will be met by Department of Treasury's submission of the approved budget (Attachment A and Attachment B) to the Legislative Auditor. The Contracting Party shall provide written reports every quarter to the funding agency concerning the use of the funds and the specific goals and objectives for the use thereof.

2.5 The recipient assures that elected officials or their family members will not receive (directly or indirectly) any part of the funds awarded through this appropriation. State law defines "immediate family" as the term related to a public servant to mean children, the spouses of children, brothers and their spouses, sisters and their spouses, parents, spouse and the parents of a spouse. See R.S. 42:1101 et seq.

ARTICLE III

CONTRACT MONITOR

3.1 The Contract Monitor for this Agreement is the Local Government Fund Management Division of the Department of the Treasury.

3.2 Monitoring Plan: During the term of this Agreement, the Contracting Party shall discuss with the State's Contract Monitor the progress and results of the project, ongoing plans for the continuation of the project, any deficiencies noted, and other matters relating to the project. The Contract Monitor shall review and analyze the Contracting Party's Plan to ensure the Contracting Party's compliance with the requirements of the Agreement.

The Contract Monitor shall also review and analyze the Contracting Party's written, Attachment C-Progress Report and Attachment D-Cost Report and any work product for compliance with the Scope of Services; and shall

1. Compare the Reports to Goals/Results and Performance Measures outlined in this Agreement to determine the progress made;
2. Contact the Contracting Party to secure any missing deliverables;
3. Maintain telephone and/or e-mail contact with the Contracting Party on Agreement activity and, if necessary, make visits to the Contracting Party's site in order to review the progress and completion of the Contracting Party's services, to assure that performance goals are being achieved, and to verify information when needed.
4. Assure that expenditures or reimbursements requested in Attachment D-Cost Report are in compliance with the approved Goals in Attachment A Plan. The Contract Monitor shall coordinate with the Agency's fiscal office for reimbursements to Contracting Party and shall contact the Contracting Party for further details, information for documentation when necessary.

Between required performance reporting dates, the Contracting Party shall inform the Contract Monitor of any problems, delays or adverse conditions which will materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project results by established time schedules and goals. The Contracting Party's disclosure shall be accompanied by a statement describing the action taken or contemplated by the Contracting Party, and any assistance which may be needed to resolve the situation.

ARTICLE IV

PAYMENT TERMS

4.1 Payment shall be made to the Contracting Party under the terms and conditions of one of the following plans (Please check one):

X PLAN A: Provided the Contracting Party's progress and/or completion of the Contracting Party's services are to the reasonable satisfaction of the State, payments to the Contracting Party shall be made by the State on a reimbursement basis, after receipt from the Contracting Party and approval by the State of quarterly Attachment C-Progress Reports and Attachment D-Cost Reports requesting reimbursement, and certifying that such expenses have been incurred. Adequate supporting documentation (including copies of invoices, checks and other appropriate records reflecting expenses incurred) shall be attached to the reports. All original documentation supporting the reports shall be maintained by the Contracting Party, and shall be subject to audit, as hereinafter stated.

PLAN B: One initial payment limited to no more than 50% of the total line item appropriation shall be made to the Contracting Party in advance of services being performed only with sufficient justification provided on Attachment A, Attachment B and Attachment B-Supplement (collectively termed the business plan), and the Cooperative Endeavor Agreement is approved by the Office of State Procurement or other delegated authority. The balance of the appropriation will be paid provided the Contracting Party's progress and/or completion of the Contracting Party's services are to the reasonable satisfaction of the State, payments to the Contracting Party shall be made by the State on a reimbursement basis, after receipt from the Contracting Party and approval by the State of quarterly Attachment C-Progress Reports and Attachment D-Cost Reports requesting reimbursement, and certifying that such expenses have been incurred. Adequate supporting documentation (including copies of invoices, checks and other appropriate records reflecting expenses incurred) shall be attached to the reports. All original documentation supporting the reports shall be maintained by the Contracting Party, and shall be subject to audit, as hereinafter stated. Upon receipt of the 1st Quarter Progress and Cost Reports and approval thereof, the initial 50% payment will be applied and if such approved expenses exceed the initial payment, the difference will be forthcoming.

PLAN C: Payment of 100% of the line item appropriation shall be made to the Contracting Party in advance of purchasing equipment or other similar expenditures only with sufficient justification provided on Attachment A, Attachment B and Attachment B-Supplement (collectively termed the business plan) indicating that there is no other source of funding available to make the purchase to satisfy the goals and objectives of the project, and the Cooperative Endeavor Agreement is approved by the Office of State Procurement or other delegated authority.

4.2 Travel expenses, if any, shall be reimbursed only in the event that this Agreement provides for such reimbursement, such travel expenses are included in the Contracting Party's approved compensation, budget or allocated amount, and then only in accordance with Division of Administration Policy and Procedure Memorandum No. 49. Invoices and/or receipts for any pre-approved reimbursable expenses or travel expenses must be provided or attached to periodic invoices for reimbursement. If reimbursement is sought for meals, which under Memorandum No. 49 are based upon departure and return times and dates that are properly set forth on the State Travel Expense Report, the Contracting Party shall fully complete and submit such Travel Expense Report, attached hereto as Attachment F, in addition to all other required submissions, for such reimbursement.

4.3 Payments by the State under this Agreement will be allowed only for expenditures occurring between and including the dates of July 1, 2023 and June 30, 2024, and this project and all of the Contracting Party's services shall be completed by that date. Payment is contingent upon the availability of sufficient collection of state sales tax revenues credited to the appropriate Fund and upon the approval of this Agreement by the Office of State Procurement or other delegated authority. Notwithstanding any provision hereof to the contrary, the Attachment C-Progress Report and Attachment D-Cost Report for any reporting period ending June 30, 2024, MUST, under all circumstances, be received by the Agency no later than July 15, 2024, in order for the Contracting Party to receive payment for reimbursement of expenses incurred and set forth herein.

Payments by the State under this Agreement will not be released or provided to the Contracting Party if, when, and long as, the Contracting Party fails or refuses to comply with the provisions of R.S. 24:513. No Contracting Party shall be considered to fail or refuse to comply with the provisions of R.S. 24:513 during any extension of time to comply granted by the legislative auditor to the Contracting Party.

4.4 The Contract Monitor shall monitor disbursements on a monthly basis. Under circumstances such that the recipient entity has not demonstrated substantial progress towards goals and objectives, based on established measures of performance, further disbursements shall be discontinued until substantial progress is demonstrated or the entity has justified, to the satisfaction of the Agency, reasons for the lack of progress. If the Agency determines that the recipient failed to use the Line Item Appropriation within the estimated duration of the project or failed to reasonably achieve its specific goals and objectives, without sufficient justification, the Agency shall demand that any unexpended funds be returned to the state treasury within 45 days of the demand unless approval to retain the funds is obtained from the Division of Administration and the Joint Legislative Committee on the Budget. Likewise, if the Contracting Party defaults on the Agreement, breaches the terms of the Agreement, ceases to do business, or ceases to do business in Louisiana it shall be required to repay the State within 45 days of the demand, unless approval to retain the funds is obtained from the Division of Administration and the Joint Legislative Committee on the Budget. For public or quasi-public entities which are recipients under said Act of the 2023 Regular Legislative Session, the transferring Agency shall forward to the Legislative Auditor, the Division of Administration and the Joint Legislative Committee on the Budget a report showing specific data regarding compliance with this Section and collection of any unexpended funds. This report shall be submitted not later than May 1, 2024.

If the Contracting Party defaults on the agreement, breaches the terms of the agreement, or ceases to do business in Louisiana and does not return unexpended funds upon demand, the agreement shall be turned over to the Louisiana Department of Revenue, Office of Debt Recovery for collection purposes.

4.5 Taxes: The Contracting Party hereby agrees that the responsibility for payment of taxes from the funds thus received under this Agreement and/or legislative appropriation shall be the Contracting Party's obligation and identified under Federal tax identification number 72-6001208.

ARTICLE V

TERMINATION FOR CAUSE

5.1 The State may terminate this agreement for cause based upon the failure of the Contracting Party to comply with the terms and/or conditions of the Agreement; provided that the State shall give the Contracting Party written notice specifying the Contracting Party's failure. If within thirty (30) days after receipt of such notice, the Contracting Party shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contracting Party in default and the Agreement shall terminate on the date specified in such notice. The Contracting Party may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this agreement; provided that the Contracting Party shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

ARTICLE VI
TERMINATION FOR CONVENIENCE

6.1 The State may terminate the agreement at any time by giving thirty (30) days written notice to the Contracting Party. Upon receipt of notice, the Contracting Party shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities, services and supplies in connection with the performance of this agreement. The Contracting Party shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

ARTICLE VII
OWNERSHIP

7.1 All records, reports, documents and other material delivered or transmitted to the Contracting Party by the State shall remain the property of the State, and shall be returned by Contracting Party to the State, at the Contracting Party's expense, at termination or expiration of this Agreement. All records, reports, documents, or other material related to this agreement and/or obtained or prepared by the Contracting Party in connection with performance of the services contracted for herein shall become the property of the State, and shall, upon request, be returned by Contracting Party to the State at Contracting Party's expense at termination or expiration of this agreement.

ARTICLE VIII
ASSIGNMENT

8.1 The Contracting Party shall not assign any interest in this agreement and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the State, provided however, that claims for money due or to become due to the Contracting Party from the State may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

ARTICLE IX
FINANCIAL DISCLOSURE

9.1 Each recipient shall be audited in accordance with R.S. 24:513. If the amount of public funds received by the Contracting Party is below the amount for which an audit is required under R.S. 24:513, the transferring agency shall monitor and evaluate the use of the funds to ensure effective achievement of the goals and objectives. This evaluation shall be based upon the progress reports and cost reports as provided and certified by the Contracting Party under the requirements of this agreement, as well as any site visits that may be made under the provisions this agreement, to ensure effective achievement of the goals and objectives.

ARTICLE X
AUDITOR'S CLAUSE

10.1 It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all records and accounts of the Contracting Party which relate to this Agreement.

10.2 The Contracting Party and any subcontractors paid under this Agreement shall maintain all books and records pertaining to this agreement for a period of three years after the date of Treasury's acceptance of the final Cost and Progress Reports and documentation as required to be filed under Section 2.2 of the Agreement.

ARTICLE XI
AMENDMENTS IN WRITING

11.1 Any alteration, variation, modification, or waiver of provisions of this agreement shall be valid only when it has been reduced to writing, executed by all parties and approved by the Director of the Office of State Procurement, Division of Administration, or other delegated authority prior to the alteration, variation, modification or waiver of any provision of this Agreement. This agreement may not be amended after the expiration date.

ARTICLE XII
FISCAL FUNDING CLAUSE

12.1 The continuation of this agreement is contingent upon the appropriation of funds to fulfill the requirements of the agreement by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the agreement, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the agreement, the agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

ARTICLE XIII
TERM OF CONTRACT

13.1 This Agreement shall begin on July 1, 2023 and shall terminate on June 30, 2024. Every effort should be made to complete the objectives of the agreement and incur approved expenses by June 30, 2024. There is no extension of the June 30, 2024 deadline without legislative action and approval.

ARTICLE XIV
DISCRIMINATION CLAUSE

14.1 The Contracting Party agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contracting Party agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contracting Party agrees not to discriminate in its employment practices, and will render services under this contract without regard to age, race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by the Contracting Party, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this agreement.

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the ____ day of _____, 20____

WITNESSES: DEPARTMENT OF THE TREASURY
STATE OF LOUISIANA

Agency Head or designee

Print Name and Title

THUS DONE AND SIGNED AT ^{St Charles Parish} Louisiana on the 16th day, of Feb., 2024.

WITNESSES: Contracting Party

Raugh Morgan Matthew Jewell
Authorized Person

Billy Raymond Matthew Jewell, Parish President
Print Name and Title

2024-0065
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT (GRANTS OFFICE)
RESOLUTION NO. 6753
A resolution supporting the application for funding of the River Point/River Village Drainage Improvement project through the Louisiana Office of Community Development's FY 2023-2024 Local Government Assistance Program.

WHEREAS, Louisiana Legislature House Bill 592 (Act 170) allocated \$100,000.00 per parish for the Local Government Assistance Program for fiscal year 2023-2024; and,

WHEREAS, the River Point/River Village Drainage Improvement project scope includes replacing existing subsurface drain pipes in a narrow rear-yard drainage servitude; and,

WHEREAS, the Parish President and the Department of Public Works requests the Parish Council's support for the application to have this recommended improvement partially funded through the Louisiana Office of Community Development's FY 2023-2024 Local Government Assistance Program.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby approve and support the application for funding of the River Point/River Village Drainage Improvement project through the Louisiana Office of Community Development's FY 2023-2024 Local Government Assistance Program.

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

The foregoing resolution having been submitted to a vote; the vote thereon was as follows:

YEAS: MOBLEY, FONSECA, WILSON, SKIBA, PILIE, COMARDELLE, O'DANIELS, FISHER, DEBRULER
NAYS: NONE
ABSENT: NONE

And the resolution was declared adopted this 5th day of February, 2024, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Fisher
SECRETARY: Michelle Impastato
DLVD/PARISH PRESIDENT: February 16, 2024
APPROVED: [Signature] DISAPPROVED: _____
PARISH PRESIDENT: Matthew Jewell
RET/SECRETARY: February 17, 2024
AT: 10:33am RECD BY: [Signature]

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.

Michelle Impastato
MICHELLE IMPASTATO
COUNCIL SECRETARY

Publish: February 15, 2024

Public Notice



Advertisement for Bids

Interested vendors are invited to submit bids to St. Charles Parish Public Schools ("SCPPS") electronically via the Central Auction House website located at the "Online Bids & RFPs" link under the Resources tab at the SCPSB website <https://www.stcharles.k12.la.us/>. Questions should be submitted electronically via the online site no later than **March 22, 2024**. Firms are responsible for checking the website above periodically for any updates or revisions to the Request for Bids.

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

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

Vendors should allow for normal mail or delivery time to ensure timely receipt of their bid. Late delivery of for any reason, including late delivery by United States Mail, shall disqualify the bid. Oral or facsimile bids are invalid and will not receive consideration. All questions regarding the Bid can be submitted in writing and addressed to the attention above no later than **March 22, 2024**.

All bids will be accepted until 9:00 am local time Central Time on March 22, 2024. All bids received will be taken under advisement as submitted by the assigned date and time at SCPSB. Bids must be accompanied by a bid bond, certified check, cashier's check, or money order in the amount of not less than 5% of the total bid shown on the bid form. Bids will not be considered unless the required check or bond is attached.

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

Bids are hereby requested for the following:

Janitorial Supplies Bids

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

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

1st Listing: February 15, 2024
2nd Listing: February 22, 2024
3rd Listing: February 29, 2024

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



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Sheriff's Sale

SHERIFF'S SALE
SHERIFF'S OFFICE
Suit No: (45) 89651-D
Date: Monday, January 22, 2024
REVERSE MORTGAGE FUND-
ING LLC
vs
THE UNOPENED SUCCESSION
OF NORMAN J.
LAROUSSE A/KIA NORMAN J.
LAROUSSE NKIA
NORMAN LAROUSSE AND
THE UNOPENED
SUCCESSION OF VINEY
NAQUIN LAROUSSE
A/KIA VINEY NAQUIN
LAROUSSE A/KIA VINEY N.
LAROUSSE A/KIA VINEY
LAROUSSE
GREG CHAMPAGNE, SHERIFF
P.O. Box 426
HAHNVILLE, LA 70057
Parish of St. Charles
29th Judicial District Court
State of Louisiana

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: FRIDAY, OCTOBER 15, 2021, in the above entitled and numbered cause, I shall proceed to sell at public auction at the principal front door of the Courthouse of which the Civil District Court of the Parish of St. Charles is held on WEDNESDAY, MARCH 20, 2024, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit:
That certain piece or portion of ground, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the State of Louisiana, in the Parish of St. Charles, in that part thereof known as Luling Heights Subdivision, Section "B", according to a survey by E. M. Collier, Surveyor, dated May 9, 1968, said potion being designated as Lot 142 of Square "G", Lot 142, Square "G", is bounded by Barton Avenue, Lot 141, Lot 143 and the northern boundary line of the subdivision, and Lot 142 commences at a distance of 2165 feet from the corner, of Nola Street and Barton Avenue, and measures thence 61 feet front on Baion A venue, the same width in the rear, by a depth of 120 feet between equal and parallel lines. And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of:
ONE HUNDRED THIRTY-THREE THOUSAND FIVE HUNDRED SEVEN AND 86 / 100 (\$133,507.86) DOLLARS, along with interest and attorney's fees and all other costs including my own costs and charges.
TERMS AND CONDITIONS OF SALE CASH IN THE FORM OF A CASHIER'S CHECK DUE BY 2:00 P.M. DAY OF THE SALE.
GREG CHAMPAGNE-SHERIFF &
EX-OFFICIO TAX COLLECTOR
ST. CHARLES PARISH
PUBLISH ON: February 15, 2024
March 14, 2024
ATTORNEY FOR PLAINTIFF:
Corey J. Giroir
P.O. Box 87379 13541 Tiger Bend
Baton Rouge, LA 70879
225-756-0373
SCSO-CIV-209-0402