

ST. CHARLES PARISH PUBLIC NOTICES



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985-783-5000
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Michael A. Mobley
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Public Notice

Public Notice

PUBLIC NOTICE

(NOTICE OF INTENTION TO INTRODUCE BILL – SLS 25RS-149)

Public notice is hereby given that there may be introduced at the session of the Legislature to be convened on April 14, 2025, a bill relative to the River Parishes Juvenile District; to provide relative to the district governance; to provide relative to the appointment of board members; to add Lafourche Parish to the district; and to provide for related matters.

Publish: March 6, 2025

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 **12:15 p.m. local time Tuesday, March 25, 2025**. All proposals received will be taken under advisement on assigned date at the St. Charles Parish School Board Office. Late proposals will not be accepted.

Proposals can also be submitted to St. Charles Parish School Board (SCPSB) electronically via the Central Auction House website located at the "Online Bids & RFPs" link under the Resources tab on the SCPSB website <https://www.werescpops.org/>. Firms are responsible for checking the website above periodically for any updates or revisions to the Request for Proposals (RFP).

Emergency Janitorial and Restoration Services

Documents may be obtained free of charge by contacting the office of Physical Plant Services at St. Charles Parish Public Schools, 13855 River Road, Luling, LA 70070. Call (985) 785-3115 for documents or questions.

Each proposal shall be in a sealed envelope and clearly marked as follows:

1. Company name and address
2. Date and time of proposal opening
3. RFP Debris Monitoring Services

A **MANDATORY** pre-proposal conference will be held in the C&I Conference Room on **Tuesday, March 18, 2025 at 2:00 p.m.**

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

- Thursday, February 27, 2025
- Thursday, March 6, 2025
- Thursday, March 13, 2025

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

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

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 **11:30 a.m. local time Tuesday, March 25, 2025**. All proposals received will be taken under advisement on assigned date at the St. Charles Parish School Board Office. Late proposals will not be accepted.

Proposals can also be submitted to St. Charles Parish School Board (SCPSB) electronically via the Central Auction House website located at the "Online Bids & RFPs" link under the Resources tab on the SCPSB website <https://www.werescpops.org/>. Firms are responsible for checking the website above periodically for any updates or revisions to the Request for Proposals (RFP).

Debris Monitoring Services

Documents may be obtained free of charge by contacting the office of Physical Plant Services at St. Charles Parish Public Schools, 13855 River Road, Luling, LA 70070. Call (985) 785-3115 for documents or questions.

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Luling, LA 70070

Public Notice

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PLANNING & ZONING COMMISSION

THE ST. CHARLES PARISH PLANNING & ZONING COMMISSION WILL MEET ON MARCH 6, 2025 AT 6:00 P.M. IN THE COUNCIL CHAMBER OF THE PARISH COURTHOUSE LOCATED AT 15045 RIVER ROAD, HAHNVILLE TO HEAR:

POSTPONED CASES:

2024-8-SPU requested by Regina Joseph for a boarding house (residential care home) in a C-1 zoning district (pending), **318 Clayton Drive, Norco**. Council District 6.

NEW CASES:

2025-3-MIN requested by Raven Land LLC for a resubdivision of one lot into two, **1313 Paul Maillard Road, Luling**, Zoning District C-3. Council District 7.

2025-2-R requested by Malcolm Darenbourg for M.A.D. III, LLC for a change of zoning from C-2 to R-2 on Lots 1A and 2A, Square B, St. Rose Subdivision, **117 St. Rose Avenue, St. Rose**, Council District 5.

Permit No. 49358 requested by Lance Baker for AT&T for a waiver from the maximum size for an attached sign in the Highway 90 Corridor Overlay Zone.

2025-1-RES a resolution in support of an ordinance requested by **Matthew Jewell, Parish President / Dept. of Planning & Zoning** to transfer the functions of the Local Coastal Zone Management Advisory Committee to the Planning Commission for an interim period up to 18 months or until such time as a committee is appointed.

2025-2-ORD requested by **Matthew Jewell, Parish President / Dept. of Planning & Zoning** to amend Section XX.B of the St. Charles Parish Zoning Ordinance of 1981, as amended, to add a definition of "Base Flood Elevation" to the Flood Damage Prevention Ordinance.

2025-2-ORD requested by **Matthew Jewell, Parish President / Dept. of Planning & Zoning** to amend Section XX.E.1 of the St. Charles Parish Zoning Ordinance of 1981, as amended, to add general standards for new and replacement water supply systems to the Flood Damage Prevention Ordinance.

ALTERNATE DATE: 3/13

PUBLISH: 2/20, 2/27, 3/6

Public Notice

ADVERTISEMENT FOR BIDS

A. PROJECT IDENTIFICATION

Sealed bids are requested by the St. Charles Parish Sheriff's Office from general contractors for construction of:

ST. CHARLES PARISH SHERIFF'S OFFICE
EXTERIOR IMPROVEMENTS

Bids will be received at the St. Charles Parish Sheriff's Office, 260 Judge Edward Dufresne Parkway, Luling, LA 70070 at **2:00 P.M., LOCAL TIME, MARCH 20, 2025** at which time the bids will be publicly opened and read aloud in the conference room.

B. BID DOCUMENTS AND DEPOSITS

Complete Bid Documents for this project are available in electronic form. They may be obtained without charge and without deposit by visiting the public projects area at www.cityblueprint.com. Printed copies are not available from the Designer, but arrangements can be made to obtain them through City Blueprint & Supply or most other reprographic firms. Please note that Plan holders are responsible for their own reproduction costs. Questions about this procedure shall be directed to:

City Blueprint & Supply Co.
1904 Poydras Street
New Orleans, LA 70112
Phone: 504-522-0387
Email: planroom@cityblueprint.com

All other questions regarding the scope of work of the project should be directed to the Project Architect in writing via email onlytabb@muravarchitects.net.

C. BID SECURITY AND PERFORMANCE AND PAYMENT BONDS

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

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

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

D. REJECTION OF BIDS

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

E. PRE-BID CONFERENCE

A **PRE-BID CONFERENCE** will be held at the project site, 260 Judge Edward Dufresne Parkway, Luling, LA 70070 on **March 11, 2025 at 10:00 a.m.** Attendance at this pre-bid conference is **MANDATORY**.

F. ADVERTISEMENT DATES

LEGAL AD TO RUN:
February 20, 2025
February 27, 2025
March 6, 2025

St. Charles Parish Sheriff's Office
Sheriff Greg Champagne
260 Judge Edward Dufresne Parkway
Luling, LA 70070

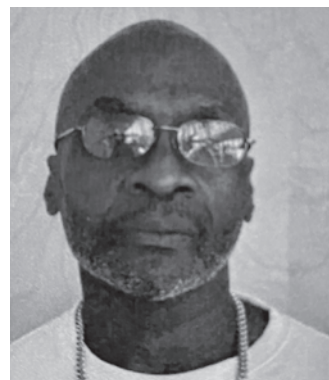
Public Notice

The 9th Annual First Responders is applying to the St. Charles Parish Sheriff's Office for a permit to conduct the **9th Annual First Responders Crawfish Boil Cook-off** at 274 Judge Edward Dufresne Parkway, Luling, LA 70070 in the Parish of St. Charles. Alcohol will be served at this event.

The time of the event:
Saturday, April 12, 2025, 11:00am -7:00pm

Publish: February 27 & March 6, 2025

Public Notice



I, **David Moore**, have been convicted of **Indecent Behavior with Juveniles** Date of Conviction: 03/22/1993. My address is: 324 Mockingbird LN, Saint Rose, LA 70087.

RACE: Black
SEX: Male
DOB: 07/11/1966
HGT: 5'6"
WGT: 210
HAIR COLOR: Brown
EYE COLOR: Brown

PUBLISH: February 27 and March 6, 2024

Public Notice

SECTION 00002

ADVERTISEMENT FOR BIDS

The Port of South Louisiana Executive Airport Regional Airport (KAPS), Parish of Saint John the Baptist, hereby advertises for sealed and electronic bids for **APS Ditch Enclosure** located at 355 Airport Road in Reserve, LA:

Contract Owner: Port of South Louisiana

Contract Name: APS Ditch Enclosure
Port of South Louisiana Executive Regional Airport (KAPS)

Principal Work Location: The Contract Work will be located at 355 Airport Road, Reserve, Louisiana.

Description of Basic Work: The proposed project consists of the conversion of an existing open channel ditch to a subsurface drainage system. The subsurface drainage system will consist of concrete catch basins and reinforced concrete pipes. The project will require drainage work, grading, and sidewalk work. Alternate 1 will require base and asphalt work in addition to drainage and grading work.

Bids: Sealed Bids must be received by the Port of South Louisiana, 1720 Louisiana Highway 44 Reserve, Louisiana 70084, either by hand delivery or electronically at www.centralbidding.com, no later than 11:00 a.m. local time, the 31st day of March, 2025. As a minimum, "ATTN: Paul Matthews, Executive Director, Sealed Bid for APS Ditch Enclosure, Contractor's License Number and the Contractor's Name should be printed outside of the sealed bid. Promptly thereafter, the bids will be publicly opened and read aloud at the Port of South Louisiana, 1720 Highway 44, Reserve, Louisiana 70084. The Owner reserves the right to reject any and all Bids, for just cause in accordance with LSA RS 38:2214B.

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 Friday, March 14, 2025, 11:00 a.m. at the Port of South Louisiana – Administrative Building, 1720 Louisiana Highway 44, Reserve, LA 70084. It is highly recommended that potential bidders attend.

All bidders must be licensed in the State of Louisiana under the classification of "Highway Street and Bridge Construction".

INFORMATION FOR BIDDERS, BID FORM, FORM OF CONTRACT, PLANS, SPECIFICATIONS, AND BID BOND, PERFORMANCE BOND, PAYMENT BOND, AND OTHER CONTRACT DOCUMENTS MAY BE EXAMINED AT THE FOLLOWING LOCATIONS:

Copies of the CONTRACT DOCUMENTS may be viewed at the office of the Port of South Louisiana, 1720 Highway 44, Reserve, LA or at www.centralbidding.com. Copies of the Contract Documents may be obtained at the office of Shread-Kuyrkendall and Associates, Inc. located at 13016 Justice Avenue, Baton Rouge, Louisiana 70816, upon payment of \$300.00 for each set.

Any BONA FIDE BIDDER, upon returning the first set of CONTRACT DOCUMENTS promptly and in good condition within ten (10) calendar days after the BID OPENING will be fully refunded in accordance with current state law. Sets in good condition shall be free of markings from pencils or highlighters and shall not be missing sheets.

Each BIDDER must deposit with the BID, BID SECURITY in the amount of five (5) percent of the BID AMOUNT. BID SECURITY shall be in the form of a certified check, cashier's check (no copies) or a BID BOND.

A CONTRACT resulting from the requested BIDS shall be accompanied by a PERFORMANCE BOND and a PAYMENT BOND, each in the amount of one hundred percent (100%) of the CONTRACT and must be in a form acceptable to the OWNER'S attorney. SURETIES used for obtaining BONDS must appear as acceptable on U.S. Dept. of Treasury Circular 570.

BIDS must be submitted on the blank forms furnished with the CONTRACT DOCUMENTS. Each BID shall have attached a BID BOND with an accompanying duly authorized POWER OF ATTORNEY as provided for in the CONTRACT DOCUMENTS. Only the BIDS of contractors and/or subcontractors licensed under Act 113 of the 1964 Louisiana Legislature will be considered. Contractors desiring to BID shall submit to the ENGINEER evidence that they hold a license of proper classification and in full force and effect.

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

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

The award of the contract, if awarded, will be made to the lowest responsive and responsible bidder, whose bid complies with all the requirements prescribed, within forty-five (45) consecutive calendar days after the actual date of opening thereof.

The Owner and the lowest responsive and responsible bidder may, by mutual agreement, extend the award by one or more thirty (30) calendar day extensions.

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

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

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

The Work shall be substantially completed within one hundred and twenty (120) calendar days – included in Agreement, Section 00013 and in Information for Bidders, Section 00003.

Liquidated damages shall be assessed for every day beyond the date of completion as established in Agreement, Section 00013.

Date of First Advertisement
February 26, 2025

OWNER

BY: Paul MatthewsTITLE: Executive Director

Advertisement to be published:

2/26/25
3/5/25
3/12/25

Public Notice

SECTION 00002

ADVERTISEMENT FOR BIDS

The Port of South Louisiana Executive Regional Airport (KAPS) (hereinafter referred to as "Airport"), Parish of Saint John the Baptist, hereby advertises for sealed and electronic bids for **Parking Lot Expansion** at 355 Airport Road, located in Reserve, LA:

Contract Owner: Port of South Louisiana

Contract Name: Port of South Louisiana Executive Regional Airport (KAPS) Parking Lot Expansion

Principal Work Location: The Contract Work will be located at 355 Airport Road, Reserve, Louisiana

Description of Basic Work: The proposed project consists of extending existing asphaltic concrete parking areas and constructing new asphaltic parking areas in an undeveloped grass area.

Bids: Sealed Bids must be received by the Port of South Louisiana, 1720 Louisiana Highway 44 Reserve, Louisiana 70084, either by hand delivery or electronically at www.centralbidding.com, no later than 10:00 a.m. local time, the 31st day of March, 2025. As a minimum, "ATTN: Paul Matthews, Executive Director, Sealed Bid for Executive Regional Airport (KAPS) Parking Lot Expansion, Contractor's License Number and the Contractor's Name should be printed outside of the sealed bid. Promptly thereafter, the bids will be publicly opened and read aloud at the Port of South Louisiana, 1720 Highway 44, Reserve, Louisiana 70084. The Owner reserves the right to reject any and all Bids, for just cause in accordance with LSA RS 38:2214B.

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, March 14, 2025, at 10:00 a.m. at the Port of South Louisiana – Administrative Building, 1720 Louisiana Highway 44, Reserve, LA 70084. It is highly recommended that potential bidders attend.

All bidders must be licensed in the State of Louisiana under the classification of "Highway, Street, and Bridge Construction".

INFORMATION FOR BIDDERS, BID FORM, FORM OF CONTRACT, PLANS, SPECIFICATIONS, AND BID BOND, PERFORMANCE BOND, PAYMENT BOND, AND OTHER CONTRACT DOCUMENTS MAY BE EXAMINED AT THE FOLLOWING LOCATIONS:

Port of South Louisiana, 1720 Highway 44, Reserve, LA or at www.centralbidding.com. Plans and Specifications may be obtained at the office of Shread-Kuyrkendall and Associates, Inc. located at 13016 Justice Avenue, Baton Rouge, Louisiana 70816, upon payment of \$300.00 for each set.

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A CONTRACT resulting from the requested BIDS shall be accompanied by a PERFORMANCE BOND and a PAYMENT BOND, each in the amount of one hundred percent (100%) of the CONTRACT and must be in a form acceptable to the OWNER'S attorney. SURETIES used for obtaining BONDS must appear as acceptable on U.S. Dept. of Treasury Circular 570.

BIDS must be submitted on the blank forms furnished with the CONTRACT DOCUMENTS. Each BID shall have attached a BID BOND with an accompanying duly authorized POWER OF ATTORNEY as provided for in the CONTRACT DOCUMENTS. Only the BIDS of contractors and/or subcontractors licensed under Act 113 of the 1964 Louisiana Legislature will be considered. Contractors desiring to BID shall submit to the ENGINEER evidence that they hold a license of proper classification and in full force and effect.

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

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

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The Work shall be substantially completed within one hundred and twenty (120) calendar days – included in Agreement, Section 00013 and in Information for Bidders, Section 00003.

Liquidated damages shall be assessed for every day beyond the date of completion as established in Agreement, Section 00013.

Date of First Advertisement
February 26, 2025

OWNER

BY: Paul MatthewsTITLE: Executive Director

Advertisement to be published:

2/26/25
3/5/25
3/12/25

Sheriff's Sale

SHERIFF'S SALE
SHERIFF'S OFFICE
Suit No: (45) 93838-E

Date: Monday, January 06, 2025
LAKEVIEW LOAN SERVICING,
LLC
VS

RAQUEL DUBROC BERGER,
(A/KIA RAQUELA
BERGER, RAQUEL BERGER),
ET AL

GREG CHAMPAGNE, SHERIFF
P.O. Box 426

HAHNVILLE, LA 70057
Parish of St. Charles

29th Judicial District Court
State of Louisiana

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

MONDAY, FEBRUARY 26, 2024, 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 12, 2025, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit:

ONE CERTAIN LOT OR PARCEL OF GROUND, together with all the buildings and improvements thereon, and all of the rights, ways, servitudes, appurtenances and advantages thereunto belong or in anywise appertaining, situated in the PARISH OF ST. CHARLES, STATE OF LOUISIANA, in that part thereof known as DAVIS PLANTATION PARK SUBDIVISION, PHASE II, in accordance with a plan of resubdivision dated July 29, 1980, drawn by Linfield, Hunter and Gibbons, Inc., Consulting Engineers, and duly recorded in the office of the Clerk of Court of St. Charles Parish, Louisim 1a, at COB 251, folio 694, the lot of ground is located, designated and measures as follows:

LOT 87 in that square bounded by East Third Street, Bogue Drive, Asphodel Drive, and Beaupre Drive, measures eighty (80') feet front on Bogue Drive, same width in the rear, by a depth of one hundred twenty (120') feet between equal and parallel lines. All as more fully shown on a survey by Edward L. Clinton, Lm1d Surveyor, dated October 26, 1981.

Which has the address of 104 Bogue Drive, Luling, LA 70070

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

TWO HUNDRED AND THIRTY-SEVEN THOUSAND TWO HUNDRED AND TWENTY-NINE AND FORTY-FOUR (\$237,229.44) 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. PUBLISH ON: February 6, 2025 March 6, 2025

GREG CHAMPAGNE-SHERIFF & EX-OFFICIO TAX COLLECTOR

ST. CHARLES PARISH ATTORNEY FOR PLAINTIFF: Amy R. Ortis 3510 N. Causeway Blvd., Suite 600 Metairie, LA 70002 SCSO-CIV-209-0402

Public Notice



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Environmental Monitoring Services

Documents may be obtained free of charge by contacting the office of Physical Plant Services at St. Charles Parish Public Schools, 13855 River Road, Luling, LA 70070. Call (985) 785-3115 for documents or questions.

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1. Company name and address
2. Date and time of proposal opening
3. RFP Debris Monitoring Services

A **MANDATORY** pre-proposal conference meeting will be held at the St. Charles Parish School Board Office located at 13855 River Road, Luling, Louisiana in the C&I Conference Room on **Tuesday, March 18, 2025 at 1:00 p.m.**

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

Thursday, February 27, 2025
Thursday, March 6, 2025
Thursday, March 13, 2025

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Dr. Ken Oertling, Superintendent
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Emergency Construction of Building Components and /or Grounds

Documents may be obtained free of charge by contacting the office of Physical Plant Services at St. Charles Parish Public Schools, 13855 River Road, Luling, LA 70070. Call (985) 785-3115 for documents or questions.

Each proposal shall be in a sealed envelope and clearly marked as follows:

1. Company name and address
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St. Charles Parish Public Schools
Ray Gregson, Board President
Dr. Ken Oertling, Superintendent
13855 River Road
Luling, LA 70070

Public Notice



Advertisement for Qualifications

Qualifications must be submitted to St. Charles Parish School Board (SCPSB) electronically via the Central Auction House website located at the "Online Bids & RFPs" link under the Resources tab on the SCPSB website [wearescpss.org](https://www.wearescpss.org/). Firms are responsible for checking the website above periodically for any updates or revisions to the Request for Qualifications (RFQ).

Employee Benefits Broker

Submission dates: February 20, 2025– March 31, 2025

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

Thursday, February 27, 2025
Thursday, March 6, 2025

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

Public Notice



MATTHEW JEWELL
PARISH PRESIDENT
BRENDA J. CAMPOS
PROCUREMENT OFFICER

St. CHARLES PARISH
PROCUREMENT

ONLINE AUCTION

Starting March 12, 2025, and ending on March 26, 2025

St. Charles Parish Office of Procurement will host an online auction to sell miscellaneous surplus items and equipment beginning on March 12, 2025. The auction will close on March 26, 2025. To view the listings and place bids, please visit: <http://www.publicsurplus.com/sms/stcharlesgov.la/browse/home>.

All terms and conditions will be listed on the site.

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

AUCTION ADVERTISED:
ST. CHARLES HERALD GUIDE
March 6, 2025
March 13, 2025
March 20, 2025

Public Notice

**ORDINANCES AND RESOLUTIONS
INTRODUCED FOR PUBLIC HEARING
BY THE ST. CHARLES PARISH COUNCIL,
ON MONDAY, MARCH 10, 2025, 6:00 P.M.,
COUNCIL CHAMBERS, PARISH
COURTHOUSE, 15045 RIVER ROAD,
HAHNVILLE:**

2025-0049 (2/24/25, Jewell, M. Bingham)

An ordinance approving and authorizing the execution of a Professional Services Agreement with MSMM Engineering, LLC, to perform consulting work and engineering services for the Texaco Road Rehabilitation (Project No. P250201), in the not to exceed amount of \$86,850.00.

2025-0050 (2/24/25, Jewell, M. Bingham)

An ordinance approving and authorizing the execution of a Professional Services Agreement with Shread-Kuyrkendall & Associates, Inc., to perform engineering services for the Lakewood Pump Station Discharge Modifications (Project No. P241106), in the not to exceed amount of \$204,885.40.

2025-0051 (2/24/25, Jewell, M. Bingham)

An ordinance approving and authorizing the execution of a Professional Services Agreement with ELOS Environmental, LLC, for ELOS Permits (Project No. P250202), in the not to exceed amount of \$300,000.00.

2025-0052 (2/24/25, Jewell, M. Bingham)

An ordinance approving and authorizing the execution of a Professional Services Agreement with Bella Marketing, LLC/dba Coastal Permitting for the Coastal Permits (Project No. P241201), in the not to exceed amount of \$300,000.00.

2025-0054 (2/24/25, Jewell, M. Albert)

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from O-L to R-1M across approximately 7 acres on Lot 4A, Champagne Tract, 16139 River Road, Hahnville as requested by Nicholas and Amanda Diecidue for LG&E Holdings, LLC.

2025-0055 (2/24/25, Jewell, M. Albert)

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from R-1A(M) to C-2 on Lots B and C, Autin Subdivision, adjacent to 16830 Hwy 90, Des Allemands as requested by Mike Nabut for Nabut Brothers, LLC.

2025-0056 (2/24/25, Jewell, M. Albert)

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from R-1A to C-1 on Lot 9, Square A, Good Hope Subdivision, 318 Clayton Drive, Norco as requested by Regina Joseph.

2025-0057 (2/24/25, Jewell, M. Albert)

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 35-A-1, Square 32, New Sarpy Subdivision, 550 W. McAdoo Street, New Sarpy as requested by Bobbie Beard.

2025-0058 (2/24/25, Jewell, G. Gorden)

An ordinance approving and authorizing the execution of a Contract with LA Contracting Enterprise, LLC, for the Phase 3 Water Main Replacement in Bonnet Carre Spillway (Project No. WWKS 105), in the amount of \$371,000.00.

2025-0059 (2/24/25, Jewell, M. Bingham)

An ordinance to rescind Ordinance No. 24-10-6 and to approve a .104 acre temporary construction servitude over property now or formerly owned by Storehouse Lane Investments, LLC for the Ormond Area Flood Mitigation, CN Railroad Culvert Installation Project (P200801).

**PUBLISH: February 27, 2025
March 6, 2025**

Sheriff's Sale

SHERIFF'S OFFICE
Suit No: (45) 95178-C
Date: Friday, February 7, 2025
ALLY BANK

VS

SHERIFF'S SALE
TYRONE DORNELL SCOTT
AND DWAYNA T. BARTLEY
GREG CHAMPAGNE, SHERIFF
P.O. Box 426
HAHNVILLE, LA 70057
Parish of St. Charles
29th Judicial District Court
State of Louisiana

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

THURSDAY, JANUARY 09, 2025, in the above entitled and numbered cause, I shall proceed to sell at public auction at the front door of the Courthouse of which the Civic District Court of the Parish of St. Charles is held on WEDNESDAY, MARCH 19, 2025, at 10:00 AM., to the last and highest bidder for cash, the following described property, to wit:

2020 CHEVEROLET SILVER-ADO 1500 (VIN NO: 1GCPW-CED3LZ149304

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: **THIRTY-SIX THOUSAND FOUR HUNDRED AND THIRTEEN AND TWENTY-SIX (\$36,413.26) 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.
PUBLISH ON: March 6, 2025
GREG CHAMPAGNE, SHERIFF & EXOFFICIO TAX COLLECTOR

St. Charles PARISH
ATTORNEY FOR PLAINTIFF:
Emily E. Holley
3510 N. Causeway Blvd., Suite 600
Metairie, LA 70002
504-831-7726
SCSO-CIV-209-0402

Sheriff's Sale

SHERIFF'S SALE
SHERIFF'S OFFICE
Suit No: (45) 95207-E
Date: Friday, February 07, 2025
LAKEVIEW LOAN SERVICING, LLC
vs
KARINA MARCELA MATOS A/ KIA KARINA
M.MATOS A/KIA KARINA MATOS
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:

MONDAY, JANUARY 13, 2025, in the above entitled and numbered cause, I shall proceed to sell at public auction at the principal front door of the Courthouse of which the Civil District Court of the Parish of St. Charles is held on WEDNESDAY, APRIL 09, 2025, at 10:00 AM., to the last and highest bidder for cash, the following described property, to wit:

That certain lot of ground situated in the Parish of St. Charles, State of Louisiana, in that part thereof known as Ormond Country Club Estates, Section 1, Square 2, and is further designated as follows: Lot 33-A-13, Square 2, Section 1, Ormond Country Club Estates, which said lot is shown on a plat of survey and plan of resubdivision by R. P. Fontcuberta, Jr., dated September 20, 1984, approved by St. Charles Parish ordinance no. 84-7-17, is a registered in COB 323, folio 806, entry no. 106364, of the conveyance records of St. Charles Parish, LA. Said square is bounded by Brandon Hall Drive, Stanton Hall Drive, Dunleith Drive and R/V for U.G.P.L. Shell Oil Company and LP. and L.

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

ONE HUNDRED AND TWENTY-ONE THOUSAND ONE HUNDRED AND FORTY-SEVEN AND FORTY-NINE (\$121,147.49) 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. PUBLISH ON: March 6, 2025 April 3, 2025

GREG CHAMPAGNE-SHERIFF & EX
-OFFICIO TAX COLLECTOR
ST. CHARLES PARISH
ATTORNEY FOR PLAINTIFF:
Dennis F. Wiggins
P.O. Box 87379
Baton Rouge, LA 70879
225-756-0373
SCSO-CIV-209-0402

Public Notice

Request for Scenic River Permit on Bayou Des Allemands

The Secretary of the Louisiana Department of Wildlife and Fisheries as Administrator of the Louisiana Natural and Scenic Rivers System is currently considering the application of Greenup Industries, LLC on behalf of the Lafourche Basin Levee District for a permit to construct a flood control structure and steel barge swing gate on Bayou Des Allemands between Lac Des Allemands and Lake Salvador, just south of Godchaux Canal. to provide storm damage risk reduction in accordance with the Louisiana's Comprehensive Master Plan for a Sustainable Coast Project ID: 082 and the USACE Upper Barataria Basin Recommended Plan. The decision to grant or deny this permit in the public interest will be based on an evaluation of the probable impacts of the proposed activity on Bayou Des Allemands.

Copies of the application can be reviewed by the public at the LDWF main office, Room 432, 2000 Quail Drive, Baton Rouge, LA and at the District Office nearest the proposed activity. The public is invited to comment on this permit request for a period of forty-five (45) days. Responses should convey sound reasoning for or against the proposal and be mailed to:

LDWF
Scenic Rivers Program
PO Box 98000
Baton Rouge, LA
70898-9000

Publish: February 20, 27 & March 6, 2025

Public Notice



REQUEST FOR QUALIFICATIONS
Construction Management at Risk (CMAR) Contractor for
St. Charles Parish
Hahnville Branch Library Construction Project

Notice is hereby given that St. Charles Parish (SCP) is requesting statements of qualifications for a Construction Management at Risk (CMAR) contractor to perform pre-construction services for the Hahnville Branch Library Construction Project. All Request for Qualifications (RFQ) documents will be available on SCP's website at https://www.stcharlesparish.gov/government/component-pages/bids-and-proposals, as well as Central Bidding's website, on Thursday, February 27th, 2025.

Proposals must be submitted in writing, no later than 2:00 PM (CDT), on Tuesday, April 1st 2025, to be considered. Respondents shall follow the instructions given in this Request for Qualifications (RFQ) in order to respond with a valid proposal for evaluation by St. Charles Parish Library Evaluation Committee. Proposals will only be accepted via hand delivery at the St. Charles Parish Library East Regional Library at 160 West Campus Drive, Destrehan LA 70047. No proposal will be accepted electronically.

All inquiries shall be directed to the Grace Hebert Curtis Architect at Jaubert@ghc-arch.com, with a copy to Ms. Leann Benedict, Director of St. Charles Parish Library Leann.Benedict@myscp1.org by Thursday, March 13, 2025 at 2:00PM (CDT). Addenda to this RFQ will be issued via SCP's website and Central Bidding by Thursday, March 27, at 2:00PM (CDT). All forms required will be posted on SCP's website at https://www.stcharlesparish.gov/government/component-pages/bids-and-proposals.

Pre-Proposal Meeting

A Pre- Proposal Meeting will be held at 10:00 AM Thursday, March 20, 2025 at St. Charles Parish Library West Regional Library at 105 Lakewood Drive, Luling LA 70070 and will be followed by an optional visit to the site at 15090 River Road, Hahnville LA 70057. Attendance at this Pre- Proposal Meeting is Mandatory.

Advertisement Source and Dates:

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

Thursday, February 27, 2025
Thursday, March 06, 2025
Thursday, March 13, 2025

Public Notice

29th JUDICIAL DISTRICT COURT
PARISH OF ST. CHARLES
STATE OF LOUISIANA

NUMBER: P-12823 DIVISION: "D"

SUCCESSION OF DELPHINE ROBERT ZERINGUE, AURELIAN JUSTIN ZERINGUE, ULYSSES JEAN BAPTISTE ZERINGUE, HORTHUR PIERRE ZERINGUE, AURELIA ZERINGUE, AURELIE ZERINGUE BOURG, ODILE BERNADETTE ZERINGUE CARROLL, PERCY ANTHONY ZERINGUE, RAYMOND JOSEPH FORD, VIRGINIA MARIE FORD PIZZOLATO BRASHER, KEITH ANTHONY PIZZOLATO, ELMORE PAUL BOURG AND ELLIS PETER BOURG

FILED: DEPUTY CLERK

NOTICE TO APPROVE AUTHORITY TO SELL IMMOVABLE PROPERTY AT PRIVATE SALE

WHEREAS, the court approved Administratrix, Kathleen LeBlanc, of the above estate, who has made an application to the Court for authority to sell the property at private sale the following described property:

LOT DZ-2 being a resubdivision of a tract in AMA measuring 34 Arpent or 144' front by 50 Arpents in depth bounded above by property of Mrs. Ursine Zeringue. LOT DZ-2 is more particularly described as "Batture" comprised of 89,276 square feet or 2.0 acres more particularly described in the survey of Louis J. Gassen, Jr. P.L.S. recorded in the Clerk of Court's Office of St. Charles Parish, LA on February 8, 2024, Instrument #479874.

Notice is hereby given to all parties whom it may concern, including heirs and creditors of the decedents herein, and of this estate, be ordered to make any opposition which they have for or may have to such application, at any time, prior to the issuance of the order of judgment authorizing, approving and homologating such application and that such order of judgment may be issued after the expiration of seven (7) days, from the date whereon the publication of such notice, all in the accordance with law.

Rondie P. Paine
Deputy Clerk of Court, 29th JDC
For the Parish of St. Charles, LA

Please Publish twice (2) times in the following publication:

Attorney: Randell O. Lewis
Publication: St. Charles Herald Guide
Address: 305 Mark Drive
Des Allemands, LA 70030
Phone #: (985) 306-0113



Certified True and Correct Copy
St. Charles Parish
Deputy Clerk of Court
Generated Date: 2/27/2025 2:51 PM

Publish: February 27 & March 6, 2025

Public Notice

ORDINANCES AND RESOLUTIONS ADOPTED AT THE MEETING OF FEBRUARY 10, 2025, COURTHOUSE, HAHNVILLE, HAVE BEEN PUBLISHED AS AN OFFICIAL EXTRACT OF THE MINUTES IN A PREVIOUS EDITION OF THE OFFICIAL JOURNAL.



St. Charles Parish

Meeting Minutes

Parish Council

Final

Council Chairman Holly Fonseca
Councilmembers Michael A. Mobley, La Sandra D. Wilson, Heather Skiba, Walter Pilié, Willie Comardelle, Michelle O'Daniels, Bob Fisher, Michele deBruier

Monday, February 10, 2025 6:00 PM Council Chambers, Courthouse

ATTENDANCE

Present 9 - Michael A. Mobley, Holly Fonseca, La Sandra D. Wilson, Heather Skiba, Walter Pilié, Willie Comardelle, Michelle O'Daniels, Bob Fisher, and Michele deBruier

Also Present

Parish President Matthew Jewell, Legal Services Director Corey Outbre, Legal Services Assistant Director Robert Raymond, Chief Administrative Officer Mike Palamora, Deputy Chief Administrative Officer Samantha de Castro, Chief Operations Officer Darrin Duhe, Executive Director of Technology and Cybersecurity Anthony Ayo, Finance Director Grant Dussom, Public Works Director Miles Bingham, Planning & Zoning Director Michael Albert, Grants Officer Carla Chiasson, Risk Management Officer Rochell Champagne, General Government Buildings Facilities Manager Bob Messerly, Gabrielle Wood, Public Information Office

CALL TO ORDER

PRAYER / PLEDGE

Pastor Alice Bouite
New Life Community Church, Luling

APPROVAL OF MINUTES

A motion was made by Councilmember Wilson, seconded by Councilmember Skiba, to approve the minutes from the regular meeting of January 27, 2025. The motion carried by the following vote:

Yea: 9 - Mobley, Fonseca, Wilson, Skiba, Pilié, Comardelle, O'Daniels, Fisher and deBruier
Nay: 0

SPECIAL BUSINESS (PROCLAMATIONS, CANVASS RETURNS, ETC.)

2025-0010

In Recognition: Chief Barry Minnich, 50 Years of Service, Luling Volunteer Fire Department

Sponsors: Mr. Jewell

Councilman Comardelle spoke on the matter. Chief Minnich spoke on the matter. Chairman Fonseca spoke on the matter.

Read

2025-0011

Proclamation: "French Language and Heritage Day"
"Le Jour de langue et d'héritage français"

Sponsors: Mr. Comardelle

Read

2025-0012

Proclamation: "Problem Gambling Awareness Month"

Sponsors: Ms. Fonseca

Read

2025-0023

Proclamation: "Krewe of Montz Day"

Sponsors: Mr. Fisher

Councilman Fisher spoke on the matter.

Read

REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)

2025-0013

Entergy

Customer Service Manager Flo Dumas, reported.

Councilman Pilié spoke on the matter. Ms. Dumas spoke on the matter. Councilman Fisher spoke on the matter. Councilwoman O'Daniels spoke on the matter. Parish President Matthew Jewell spoke on the matter. Chairman Fonseca spoke on the matter. Councilwoman Wilson spoke on the matter.

Reported

2025-0014

Risk Management/Safety

Risk Management Officer Rochell Champagne reported.

Councilman Pilié spoke on the matter. Ms. Champagne spoke on the matter. Chairman Fonseca spoke on the matter. Councilman Comardelle spoke on the matter. Parish President Matthew Jewell spoke on the matter.

Reported

2025-0015

Parish President Remarks/Report

Sponsors: Mr. Jewell

Parish President Matthew Jewell reported.

Councilman Pilié spoke on the matter. Parish President Jewell spoke on the matter. Public Works Director Miles Bingham spoke on the matter. Councilwoman Wilson spoke on the matter. Councilwoman O'Daniels spoke on the matter.

Reported

IN ACCORDANCE WITH ARTICLE IV, SECTION B OF THE HOME RULE CHARTER, CHAIRMAN FONSECA AUTHORIZED THAT THE ORDINANCES, HAVING BEEN PRESENTED FOR INTRODUCTION, DISTRIBUTED TO COUNCIL MEMBERS AND THE PARISH PRESIDENT, AND NOT REJECTED BY TWO-THIRDS OF THE COUNCIL MEMBERS, ARE TO BE PUBLISHED IN SUMMARY FORM AS FOLLOWS IN THE OFFICIAL JOURNAL WITH NOTICE OF PUBLIC HEARING TO BE HELD ON MONDAY, FEBRUARY 24, 2025, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, TO BE CONSIDERED FOR FINAL PASSAGE:

2025-0019

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from R-1A(M) to R-2 on Lots 35 and 36 Square E, Oak Ridge Park Subdivision, 925 and 935 Paul Frederick Drive, Luling as requested by Danny Alexander.

Sponsors: Mr. Jewell and Department of Planning & Zoning

Publish/Scheduled for Public Hearing to the Parish Council on February 24, 2025

2025-0020

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from R-1A to M-1 on Lot 127X, Coteau de France, 16076 Highway 631, Paradise as requested by Pether Alonso.

Sponsors: Mr. Jewell and Department of Planning & Zoning

Publish/Scheduled for Public Hearing to the Parish Council on February 24, 2025

2025-0021

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from C-1 to R-1A(M) on a Portion of Lot 1 of the P.R. Vicknair Property, 167 Post Street, Killona as requested by Bruce Pitre and Robin Rogers.

Sponsors: Mr. Jewell and Department of Planning & Zoning
 Publish/Scheduled for Public Hearing to the Parish Council on February 24, 2025

2025-0022

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from C-2 to C-3 on Lot 25A, Good Hope Subdivision Annex "C", 198 Good Hope Street, Norco as requested by Malcolm Darenbourg, III for M.A.D. III, LLC.

Sponsors: Mr. Jewell and Department of Planning & Zoning
 Publish/Scheduled for Public Hearing to the Parish Council on February 24, 2025

2025-0024

An ordinance approving and authorizing the execution of Amendment No. 1 to Ordinance No. 23-7-7, which approved a Professional Services Agreement with Bryant Hammett & Associates, LLC, to perform additional surveying services for the Texaco Road Survey (Project No. P230601), in the lump sum amount of \$21,015.00.

Sponsors: Mr. Jewell and Department of Public Works
 Publish/Scheduled for Public Hearing to the Parish Council on February 24, 2025

2025-0025

An ordinance approving and authorizing the execution of a Change Order No. 1 for the St. Charles Parish East Bank Water Treatment Plant Hurricane Ida Repairs (Project No. WWKS 109), to increase the contract amount by \$134,919.00 and to increase contract time by 60 days.

Sponsors: Mr. Jewell and Department of Waterworks
 Publish/Scheduled for Public Hearing to the Parish Council on February 24, 2025

2025-0026

An ordinance approving and authorizing the execution of Change Order No. 3 (Final) for the Destrehan Pump Station (P.S.) No. 2 Conveyance Improvements, (Project No. P181101), to decrease the contract amount by \$64,132.57.

Sponsors: Mr. Jewell and Department of Public Works
 Publish/Scheduled for Public Hearing to the Parish Council on February 24, 2025

2025-0027

An ordinance approving and authorizing the execution of Amendment No. 1 to Ordinance No. 20-8-13, which approved an Engineering Services Agreement between N-Y Associates, Inc., to facilitate requested changes at the intersection of Carriage and Dunleith Canals for the Carriage/Dunleith Canals Drainage Structure (Project No. P200706), in the amount of \$44,403.00, resulting in an overall contract value not to exceed \$473,378.00.

Sponsors: Mr. Jewell and Department of Public Works
 Publish/Scheduled for Public Hearing to the Parish Council on February 24, 2025

2025-0028

An ordinance approving and authorizing the execution of Change Order No. 2 (Final) for the Des Allemands Phase 1 Bulkhead (Project No. P210601), to decrease the contract amount by \$118,000.72 and decrease the contract time by sixteen (16) calendar days, for a total contract price of \$6,949,452.71 and total contract time of two hundred fifty-three (253) calendar days.

Sponsors: Mr. Jewell and Department of Public Works
 Publish/Scheduled for Public Hearing to the Parish Council on February 24, 2025

2025-0029

An ordinance approving and authorizing the execution of a Contract with Thompson Consulting Services, LLC, for Storm Debris Monitoring 2024, (Project No. P241002).

Sponsors: Mr. Jewell and Department of Public Works
 Publish/Scheduled for Public Hearing to the Parish Council on February 24, 2025

2025-0030

An ordinance approving and authorizing the execution of a Professional Services Agreement with Alpha Testing and Inspection, Inc., for testing and inspection services for the Capital Project Testing and Inspection (Project No. P250107), in the not to exceed amount of \$250,000.00.

Sponsors: Mr. Jewell and Department of Public Works
 Publish/Scheduled for Public Hearing to the Parish Council on February 24, 2025

2025-0031

An ordinance approving and authorizing the execution of a Professional Services Agreement with Terracon Consultants, Inc., to perform engineering services for Roadway Coring - 2025 (Project No. P250106), in the not to exceed amount of \$100,000.00.

Sponsors: Mr. Jewell and Department of Public Works
 Publish/Scheduled for Public Hearing to the Parish Council on February 24, 2025

2025-0032

An ordinance approving and authorizing the execution of Amendment No. 2 to Ordinance No. 21-4-7, which approved a Professional Services Agreement with GIS Engineering, LLC, to perform engineering services for the Montz Pump Station (Project No. P210301), in the amount not to exceed \$797,378.50, which increases the overall contract value to \$1,525,535.50.

Sponsors: Mr. Jewell and Department of Public Works
 Publish/Scheduled for Public Hearing to the Parish Council on February 24, 2025

2025-0033

An ordinance approving and authorizing the execution of a Professional Services Agreement with Barowka and Bonura Engineers and Consultants, LLC, to perform engineering services for the Cousins Canal Bank Stabilization (Project No. P241103), in the not to exceed amount of \$618,000.00.

Sponsors: Mr. Jewell and Department of Public Works
 Publish/Scheduled for Public Hearing to the Parish Council on February 24, 2025

2025-0034

An ordinance of the Parish of St. Charles providing that the Code of Ordinances, Parish of St. Charles, be amended by revising Section 15-5, Motor Vehicles and Traffic, of said Code, to provide for the installation of "NO PARKING" signs on both sides of Williams Street in Boutte.

Sponsors: Mr. Comardelle
 Publish/Scheduled for Public Hearing to the Parish Council on February 24, 2025

ORDINANCES SCHEDULED FOR PUBLIC HEARING (INTRODUCED AT PREVIOUS MEETING)

2025-0005

An ordinance to approve the usage of Special Revenue Fund 123, Flood Protection, to pay for electrical utilities, fuel, parish water, debris disposal, repair parts, third party repair services to include parts and labor, and other maintenance items associated with the operation of the pump stations located on the Parish's outer flood protection levee system. Parish labor associated with operation and repairs will not be paid out of the Special Revenue 123 fund.

Sponsors: Mr. Jewell and Department of Public Works
 Reported:
 Public Works Department Recommended: Approval
 Public Works Director Miles Bingham spoke on the matter.
 Parish President Matthew Jewell spoke on the matter.
 Chairman Fonseca stated that Administration requested that File No. 2025-0005 be postponed indefinitely.
 Public Hearing Requirements Satisfied

A motion was made by Councilmember Fisher, seconded by Councilmember Wilson, to Postpone Indefinitely File No. 2025-0005. The motion carried by the following vote:
 Yes: 9 - Mobley, Fonseca, Wilson, Skiba, Pilié, Comardelle, O'Daniels, Fisher and deBruier
 Nay: 0

Postponed indefinitely

2025-0006

An ordinance approving and authorizing the execution of Amendment No. 1 to Ordinance No. 22-1-2, which approved a Professional Services Agreement with EJES Inc., to perform engineering services for Kinlar and

Paul Frederick Roadway and Drainage Improvements (Project No. P210704), in the amount not to exceed \$358,895.00, increasing the overall contract amount to \$744,851.00.

Sponsors: Mr. Jewell and Department of Public Works
 Reported:
 Public Works Department Recommended: Approval
 Public Works Director Miles Bingham spoke on the matter.
 Public Hearing Requirements Satisfied

Council Discussion
 Mr. Bingham spoke on the matter.
VOTE ON THE PROPOSED ORDINANCE

Yes: 9 - Mobley, Fonseca, Wilson, Skiba, Pilié, Comardelle, O'Daniels, Fisher and deBruier

Nay: 0

Enactment No: 25-2-1

Parish President Matthew Jewell departed the meeting at 7:22 pm.

2025-0007

An ordinance approving and authorizing the execution of Change Order No. 1 (Final) for the St. Charles Parish 1st Floor Courthouse Renovation (Project No. NO-GBCH023), to decrease the contract amount by \$42,706.00 and increase the contract time by 11 days.

Sponsors: Mr. Jewell and General Government Buildings
 Reported:
 General Government Buildings Recommended: Approval
 General Government Buildings Facilities Manager Bob Messerty spoke on the matter.
 Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

Yes: 9 - Mobley, Fonseca, Wilson, Skiba, Pilié, Comardelle, O'Daniels, Fisher and deBruier

Nay: 0

Enactment No: 25-2-2

2025-0008

An ordinance to rescind Ordinance No. 24-10-4 and to lease a .31 acre property for replacement parking over property now or formerly owned by S-One Properties, LLC, for the Ormond Area Flood Mitigation, CN Railroad Culvert Installation Project (P200801).

Sponsors: Mr. Jewell and Department of Public Works
 Reported:
 Public Works Department Recommended: Approval
 Public Works Director Miles Bingham spoke on the matter.
 Legal Services Director Corey Oubre spoke on the matter.
 Public Hearing Requirements Satisfied

Council Discussion
VOTE ON THE PROPOSED ORDINANCE

Yes: 9 - Mobley, Fonseca, Wilson, Skiba, Pilié, Comardelle, O'Daniels, Fisher and deBruier

Nay: 0

Enactment No: 25-2-3

2025-0009

An ordinance to approve and authorize the Parish President to execute a Franchise Agreement with Entergy Louisiana, LLC, (formerly known as Louisiana Power and Light) its successors and assigns, to provide electric power and energy throughout St. Charles Parish all in accordance with La-R.S. 33:4361.

Sponsors: Mr. Jewell and Department of Legal Services
 Reported:
 Legal Services Department Recommended: Approval
 Legal Services Director Corey Oubre spoke on the matter.

Chairman Fonseca stated that Administration requested that File No. 2025-0009 be postponed indefinitely.

Speakers:
 Joseph Coco, Destrehan

Public Hearing Requirements Satisfied

Council Discussion

A motion was made by Councilmember Pilié, seconded by Councilmember O'Daniels, to Postpone Indefinitely File No. 2025-0009. The motion carried by the following vote:
 Yes: 9 - Mobley, Fonseca, Wilson, Skiba, Pilié, Comardelle, O'Daniels, Fisher and deBruier

Nay: 0

Enactment No: 25-2-3

Postponed indefinitely

ORDINANCES/RESOLUTIONS WHICH HAVE BEEN TABLED

2024-0425

An ordinance revoking a Special Permit Use for automobile sales in a C-2 zoning district on Lot 1, Aulin Subdivision, 16830 Highway 90, Des Allemands.

Sponsors: Mr. Jewell and Department of Planning & Zoning
 File No. 2025-0425 Postponed Indefinitely per Parish Council Rule 8. #8. Ordinances/Resolutions Which Have Been Tabled [Shall only appear on two (2) subsequent regular meeting Agendas]
 Postponed Indefinitely (Council Rule 8)

RESOLUTIONS

2025-0016

A resolution supporting the application for funding of the Des Allemands Bulkhead - Phase 2 project through the Louisiana Office of Community Development's FY 2024-2025 Local Government Assistance Program.

Sponsors: Mr. Jewell and Grants Office
 Reported:
 Grants Office Recommended: Approval
 Grants Officer Carla Chissoon spoke on the matter.
 Public comment opened: no public comment

VOTE ON THE PROPOSED RESOLUTION

Yes: 9 - Mobley, Fonseca, Wilson, Skiba, Pilié, Comardelle, O'Daniels, Fisher and deBruier

Nay: 0

Enactment No: 8815

2025-0017

A resolution supporting the application for funding of the Water Meter Replacement Project - Phase VI through the Louisiana Office of Community Development's FY 2024-2025 Community Water Enrichment Fund.

Sponsors: Mr. Jewell and Grants Office
 Reported:
 Grants Office Recommended: Approval
 Grants Officer Carla Chissoon spoke on the matter.
 Public comment opened: no public comment

VOTE ON THE PROPOSED RESOLUTION

Yes: 9 - Mobley, Fonseca, Wilson, Skiba, Pilié, Comardelle, O'Daniels, Fisher and deBruier

Nay: 0

Enactment No: 8816

2025-0018

A resolution endorsing waivers from Appendix C, Subdivision Regulations of 1981, Section III, Geometric Standards, B. Blocks, 3, Arrangement and E. Building Lines as requested by Simoneaux Family Land, LLC.

Sponsors: Mr. Jewell and Department of Planning & Zoning
 Reported:
 P & Z Department Recommended: Approval
 Planning Commission Recommended: Approval
 Planning & Zoning Director Michael Albert spoke on the matter.

Public comment opened; no public comment
VOTE ON THE PROPOSED RESOLUTION

Yeas: 0 - Mobley, Fonseca, Wilson, Skiba, Pilie, Comardelle, O'Daniels, Fisher and DeBruler

Nays: 0

Enactment No. 8817

ADJOURNMENT

A motion was made by Councilmember O'Daniels, seconded by Councilmember Comardelle, to adjourn the meeting at approximately 7:48 pm. The motion carried by the following vote:

Yeas: 8 - Mobley, Fonseca, Wilson, Skiba, Pilie, Comardelle, O'Daniels, Fisher and DeBruler

Nays: 0

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.

Michelle Inpastato
Council Secretary

Publish: March 6, 2025

Public Notice

THE FOLLOWING ORDINANCES ARE AN OFFICIAL EXTRACT FROM THE MINUTES OF THE MEETING OF THE PARISH COUNCIL OF THE PARISH OF ST. CHARLES HELD MONDAY, FEBRUARY 24, 2025, 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.

2025-0019
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PLANNING & ZONING)
ORDINANCE NO. 25-2-4

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from R-1A(M) to R-2 on Lots 35 and 36, Square E, Oak Ridge Park Subdivision, 925 and 935 Paul Frederick Drive, Luling as requested by Danny Alexander.

WHEREAS, Danny Alexander requests a rezoning from R-1A(M) to R-2 on Lots 35 and 36, Square E, Oak Ridge Park Subdivision, Luling, as shown on the survey by KLS Group Inc. dated November 5, 2024; and,

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

WHEREAS, the Planning and Zoning Commission recommended approval of the request at its regular meeting on January 9, 2025.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. The Zoning Ordinance of 1981 is amended to change the zoning classification from R-1A(M) to R-2 on Lots 35 and 36, Square E, Oak Ridge Park Subdivision, Luling as shown on the survey by KLS Group, Inc. dated November 5, 2024, as requested by Danny Alexander.

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(M) to R-2 on Lots 35 and 36, Square E, Oak Ridge Park Subdivision, Luling as shown on the survey by KLS Group, Inc. dated November 5, 2024, as requested by Danny Alexander.

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 24th day of February, 2025, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Shelly Fonseca
SECRETARY: Michelle Inpastato
DLVD/PARISH PRESIDENT: February 25, 2025
APPROVED: [Signature] DISAPPROVED:

PARISH PRESIDENT: [Signature]
RET/SECRETARY: February 26, 2025
AT: 10:42am RECD BY: [Signature]

2025-0020
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PLANNING & ZONING)
ORDINANCE NO. 25-2-5

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from R-1A to M-1 on Lot 127X, Coteau de France, Paradis, 16076 Highway 631, Paradis as requested by Pether Alonso.

WHEREAS, Pether Alonso requests a rezoning from R-1A to M-1 on Lot 127X, Coteau de France, Paradis, as shown on the survey by Lucien C. Gassen, PLS dated July 12, 2011; and,

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

WHEREAS, the Planning and Zoning Commission recommended denial of the request at its regular meeting on January 9, 2025.

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 M-1 on Lot 127X, Coteau de France, Paradis, as shown on the survey by Lucien C. Gassen, PLS dated July 12, 2011, as requested by Pether Alonso.

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 M-1 on Lot 127X, Coteau de France, Paradis, as shown on the survey by Lucien C. Gassen, PLS dated July 12, 2011, as requested by Pether Alonso.

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

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

And the ordinance was declared adopted this 24th day of February, 2025, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Shelly Fonseca
SECRETARY: Michelle Inpastato
DLVD/PARISH PRESIDENT: February 25, 2025
APPROVED: [Signature] DISAPPROVED:

PARISH PRESIDENT: [Signature]
RET/SECRETARY: February 26, 2025
AT: 10:42am RECD BY: [Signature]

2025-0021
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PLANNING & ZONING)
ORDINANCE NO. 25-2-6

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from C-1 to R-1A(M) on a Portion of Lot 1 of the P.R. Vicknair Property, 167 Post Street, Killona as requested by Bruce Pitre and Robin Rogers.

WHEREAS, Bruce Pitre and Robin Rogers requests a rezoning from C-1 to R-1A(M) on a Portion of Lot 1 of the P.R. Vicknair Property, Killona as shown on the survey by Louis J. Gassen Jr. PLS. dated November 5, 2024; and,

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

WHEREAS, the Planning and Zoning Commission recommended approval of the request at its regular meeting on January 9, 2025.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. The Zoning Ordinance of 1981 is amended to change the zoning classification from C-1 to R-1A(M) on a Portion of Lot 1 of the P.R. Vicknair Property, Killona as shown on the survey by Louis J. Gassen Jr. PLS. dated November 5, 2024, as requested by Bruce Pitre and Robin Rogers.

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 C-1 to R-1A(M) on a Portion of Lot 1 of the P.R. Vicknair Property, Killona as shown on the survey by Louis J. Gassen Jr. PLS. dated November 5, 2024, as requested by Bruce Pitre and Robin Rogers.

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 24th day of February, 2025, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Shelly Fonseca
SECRETARY: Michelle Inpastato
DLVD/PARISH PRESIDENT: February 25, 2025
APPROVED: [Signature] DISAPPROVED:

PARISH PRESIDENT: [Signature]
RET/SECRETARY: February 26, 2025
AT: 10:42am RECD BY: [Signature]

2025-0024
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)
ORDINANCE NO. 25-2-7

An ordinance approving and authorizing the execution of Amendment No. 1 to Ordinance No. 23-7-7, which approved a Professional Services Agreement with Bryant Hammett & Associates, LLC, to perform additional surveying services for the Texaco Road Survey (Project No. P230601), in the lump sum amount of \$21,015.00.

WHEREAS, Ordinance No. 23-7-7 adopted on July 10, 2023, by the St. Charles Parish Council, approved and authorized the execution of a Professional Services Agreement with Bryant Hammett & Associates, LLC, to perform surveying services for the Texaco Road Survey (Project No. P230601), in the lump sum amount of \$41,640.00; and,

WHEREAS, St. Charles Parish desires to complete additional surveying on Texaco Road from Lakewood Pump Station to the Blouin Canal Pump Station for a lump sum amount of \$21,015.00; and,

WHEREAS, the additional survey will collect information on right of ways and servitude locations not included in the original survey; and,

WHEREAS, Amendment No. 1 between St. Charles Parish and Bryant Hammett & Associates, LLC, describes the details of the proposed services and compensation.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Amendment No. 1 to the Professional Services Agreement between St. Charles Parish and Bryant Hammett & Associates, LLC, to perform additional surveying services as required by the Department of Public Works for the Texaco Road Survey (Project No. P230601), in the lump sum amount of \$21,015.00 is hereby approved and accepted.

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

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

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

And the ordinance was declared adopted the 24th day of February, 2025, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Shelly Fonseca
SECRETARY: Michelle Inpastato
DLVD/PARISH PRESIDENT: February 25, 2025
APPROVED: [Signature] DISAPPROVED:

PARISH PRESIDENT: [Signature]
RET/SECRETARY: February 26, 2025
AT: 10:42am RECD BY: [Signature]

AMENDMENT NO. 1
TO
CONSULTING SERVICES FOR TEXACO
ROAD SURVEY (PARISH PROJECT NO.
P230601)

THIS AMENDMENT NO. 1 is made and entered into on this

BY AND BETWEEN:

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

Bryant Hammett & Associates, LLC represented herein by Bryant Hammett, Jr., PE, PLS, duly authorized by Corporate Resolution attached hereto (hereafter sometimes referred to as "Consultant");

WHEREAS, On July 10, 2023 the St. Charles Parish Council approved Ordinance No. 23-7-7 to authorize an Agreement between St. Charles Parish and Bryant Hammett & Associates, LLC, for the Texaco Road Survey (Project No. P230601) in the lump sum amount of \$41,640.00; and,

WHEREAS, St. Charles Parish desires to complete additional surveying on Texaco Road from Lakewood Pump Station to the Blouin Canal Pump Station for a lump sum amount of \$21,015.00; and,

WHEREAS, the additional survey will collect information on right of ways and servitude locations not included in the original survey; and,

WHEREAS, Amendment No. 1 between St. Charles Parish and Bryant Hammett & Associates, LLC describes the details of the proposed services and compensation.

Changes to the Contract Attachments are as follows:

ATTACHMENT "A"
Add the following to Attachment "A":

Control Point Survey and Baseline:
Control points will be established for the project to provide horizontal and vertical reference points for the project. Two main control points will be established using GPS technology with OPUS Observations. Temporary work points will also be established, as needed, along the route to facilitate the survey work. The horizontal control will be referenced to the North American Datum of 1983 (NAD83), with northings and easting coordinates shown as State Plane Coordinates. The vertical control network will be referenced to the North American Vertical Datum of 1988 (Geoid 18).

Right of Way:
BHA will perform the necessary research, field work, and calculations to identify the right of way along the Cousins Canal and Texaco Rd. from the Lakewood Drive Pump Station to the Blouin Canal Pump Station. Any existing servitudes found in the records will be shown on the survey as well.

Items Not Included:
No additional topographic features will be surveyed as part of this proposal. BHA will utilize the existing topographic survey drawings as the baseline for this survey. Individual boundary survey drawings will not be included as part of this proposal. The right of way information will be shown on the existing survey drawings for the Texaco Rd/Cousins Canal corridor

Deliverables:
BHA will update the existing plan view drawings with the right of way added. Electronic drawing files will be produced using AutoCAD software. Signed and Sealed PDFs will be provided as well as an ASCII point file containing all survey points and feature code descriptions.

ATTACHMENT "B"
Add the following to Attachment "B":

The CONSULTANT shall complete the boundary survey within 4 months of the Notice to Proceed.

Time for Completion:

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

ATTACHMENT "C"

Add the following to Attachment "C":

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

The total compensation for surveying services as described in Attachment A is estimated to be \$21,015.00 for the Boundary Survey.

Compensation:

- The CONSULTANT charges shall constitute full and complete compensation for CONSULTANT's services, including labor costs, overhead, and profit.

THUS DONE AND SIGNED in the presence of the undersigned competent witnesses, on this

Signature lines for BRYANT HAMMETT & ASSOCIATES, LLC and ST. CHARLES PARISH, including fields for Name, Title, and Date.



RATE SCHEDULE January 1, 2025

Table with 2 columns: CLASSIFICATION and BILLING RATE PER HOUR. Lists various roles like Accounting, Administration, CADD Technician, etc., with their respective hourly rates.

*Standard survey supplies (stakes, rods, etc.) and special transportation (airboat) charged at cost + 10%

CHAIRMAN: Holly Fonseca
SECRETARY: Michelle Spantak
DLVD/PARISH PRESIDENT: February 25, 2025
APPROVED:
PARISH PRESIDENT: Matt Jewell
RET/SECRETARY: February 26, 2025
AT: 10:42am RECD BY: [Signature]

SECTION 00806

CHANGE ORDER

No. 1

DATE OF ISSUANCE: 1/27/2025 EFFECTIVE DATE: 12/18/2024

OWNER: St. Charles Parish
CONTRACTOR: Pintail Contracting Services, LLC
Contract: SECTION 00500 CONTRACT (12/14/2023)
Project: St. Charles Parish East Bank Water Treatment Plant Hurricane IDA Repairs

OWNER'S Contract No. WWKS 109 ENGINEER'S Contract No. 22-001
ENGINEER: Linfield, Hunter & Junius, 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:
a. Work Change Directive 05 #: Credit for not installing 13 sheets of 4'x12' fire-rated gypsum board in the MCC room.

Delete item in its entirety. (-\$1,588.00)

Total of Deducted Items = (-\$1,588.00)

- Add the Following Work Items:

- a. Work Change Directive 01 #: All primary framing to be Hot-Dipped Galvanized

Addition of \$21,015.00 (*See attached for details*)

- b. Work Change Directive 02 #: All insulation above the Acoustical Ceiling Tiles were found to have mold/mildew. Remove and replace R-30, 10" unfaced insulation.

Addition of \$16,774.00 (*See attached for details*)

- c. Work Change Directive 03 #: Remove & replace 41' x 38' remaining roof sheets on Plant Control Building. Remove & replace foil faced insulation. Remove & replace related flashings. Includes Berridge Water tight Warranty & Contractors 2 year Warranty. Requesting 33 days for lead time of roof sheets & time to perform of work.

Addition of \$24,627.00 (33 Days) (*See attached for details*)

- d. Work Change Directive 04 #: Fabrication and installation of new gutters and downspouts on the Plant Control Building.

Addition of \$24,020 (13 Days) (*See attached for details*)

Total of Added Work Items = (+\$136,507.00)

- Revise the Following Work Item Quantities:

*** No Quantities Revised ***

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:
a. Credit for not installing 13 sheets of 4'x12' fire-rated gypsum board in the MCC room.
Add Work Items:
a. All primary framing to be Hot-Dipped Galvanized
b. All insulation above the Acoustical Ceiling Tiles were found to have mold/mildew. Remove and replace R-30, 10" unfaced insulation.
c. Remove & replace 41' x 38' remaining roof sheets on Plant Control Building. Remove & replace foil faced insulation. Remove & replace related flashings. Includes Berridge Water tight Warranty & Contractors 2 year Warranty. Requesting 33 days for lead time of roof sheets & time to perform of work.
d. Fabrication and installation of new gutters and downspouts on the Plant Control Building.
Revise Work Item Quantities:
a. *** No Quantities Revised ***

Attachments: (List documents supporting change)

See attached Work Change Directive's #1 - #5

Table with 2 columns: CHANGE IN CONTRACT PRICE and CHANGE IN CONTRACT TIMES. Shows original and revised contract values and completion dates.

RECOMMENDED: APPROVED: ACCEPTED:
By: [Signatures]
Date: 20 Jan 2025 Date: 2/26/25 Date: 02/03/25

2025-0026 INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT (DEPARTMENT OF PUBLIC WORKS)

ORDINANCE NO. 25-2-9 An ordinance approving and authorizing the execution of Change Order No. 3 (Final) for the Destrehan Pump Station (P.S.) No. 2 Conveyance Improvements, (Project No. P181101), to decrease the contract amount by \$64,132.57.

WHEREAS, Ordinance No. 19-7-3 adopted July 1, 2019, by the St. Charles Parish Council, approved and authorized the execution professional service multi-phase project agreement with Picciola & Associates, Inc., for providing all necessary professional engineering services for a project that increases the trash screen capacity and the size of the sump into Destrehan Pump Station (P.S.) No. 2, (Parish Project Number P181101); and,

WHEREAS, Ordinance No. 20-7-13 adopted July 27, 2020, by the St. Charles Parish Council, approved and authorized the execution of Amendment No. 1 to the professional services agreement with Picciola & Associates, Inc., for providing necessary professional engineering services for a project that improves the hydraulic capacity into Destrehan Pump Station (P.S.) No. 2 (Parish Project Number P181101), in the amount not to exceed \$54,827.00, increasing the overall not to exceed contract amount to \$238,302.00; and,

WHEREAS, Ordinance No. 23-6-10 adopted June 19, 2023, by the St. Charles Parish Council, approved and authorized the execution of a Contract with Sealevel Construction, Inc., for Destrehan Pump Station (P.S.) No. 2 Conveyance Improvements (Project No. P181101), in the amount of \$9,190,697.00; and,

WHEREAS, Ordinance No. 23-6-12 adopted June 19, 2023, by the St. Charles Parish Council, approved and authorized the execution of a Professional Services Agreement with Alpha Testing and Inspection, Inc., to perform testing services for Destrehan Pump Station (P.S.) No. 2 Conveyance Improvements (Project No. P181101), in the not to exceed amount of \$66,000.00; and,

WHEREAS, Ordinance No. 23-7-5 adopted July 10, 2023, by the St. Charles Parish Council, approved and authorized the execution of Amendment No. 2 to Ordinance No. 19-7-3 which approved the Professional Services Agreement with Picciola & Associates, Inc., to perform engineering services for the Destrehan Pump Station (P.S.) No. 2 Conveyance Improvements (Project No. P181101), in the not to exceed amount of \$111,500.00, increasing the overall not to exceed contract amount to \$349,802.00; and,

WHEREAS, Ordinance No. 24-4-4 adopted April 1, 2024, by the St. Charles Parish Council, approved and authorized the execution of Change Order No. 1 for the Destrehan Pump Station (P.S.) No. 2 Conveyance Improvements, (Project No. P181101), to increase the contract amount by \$66,500.00 and increase contract time by eight (8) calendar days; and,

WHEREAS, Ordinance No. 24-10-2 adopted October 7, 2024, by the St. Charles Parish Council, approved and authorized the execution of Change Order No. 2 for the Destrehan Pump Station (P.S.) No. 2 Conveyance Improvements, (Project No. P181101), to decrease the contract amount by \$45,522.00 and increase the contract time by 82 calendar days; and,

WHEREAS, it is necessary to amend the construction contract with Sealevel Construction, Inc. again, to revise the remaining contract items to reflect actual installed quantities, resulting in a decrease to the contract amount by \$64,132.57.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS: SECTION I. That Change Order No. 3 (Final) to the Contract with Sealevel Construction, Inc., for Destrehan Pump Station (P.S.) No. 2 Conveyance Improvements, (Project No. P181101), to decrease the contract amount by \$64,132.57 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

Notice: Every year these rates are adjusted to reflect current conditions and become effective immediately

2025-0025

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

ORDINANCE NO. 25-2-8

An ordinance approving and authorizing the execution of a Change Order No. 1 for the St. Charles Parish East Bank Water Treatment Plant Hurricane Ida Repairs (Project No. WWKS 109), to increase the contract amount by \$134,919.00 and to increase contract time by 50 days.

WHEREAS, the Parish undertook the necessary Hurricane Ida related repairs and reconstruction of the Department of Waterworks' East Bank facilities; and,

WHEREAS, Ordinance No. 23-10-7 adopted on October 23, 2023, by the St. Charles Parish Council, approved and authorized the execution of a Contract with Pintail Contracting Services, LLC, for the St. Charles Parish East Bank Water Treatment Plant Hurricane Ida Repairs (Project No. WWKS 109) in the amount of \$2,300,000.00; and,

WHEREAS, it is necessary to amend the construction contract by increasing the contract time by fifty (50) days because of the labor associated with the additional work items; and,

WHEREAS, the amended items now reflect the final contract price as \$2,434,919.00 and the final contract time as 290 days; and,

WHEREAS, St. Charles Parish and Pintail Contracting Services, LLC, have mutually agreed to increase the contract amount by 134,919.00 and increase the contract time by 50 days.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Change Order No. 1 for the St. Charles Parish East Bank Water Treatment Plant Hurricane Ida Repairs (Project No. WWKS 109), to increase the contract amount by \$134,919.00 and to increase contract time by 50 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 24th day of February, 2025, to become effective five (5) days after publication in the Official Journal.

And the ordinance was declared adopted this 24th day of February, 2025, to become effective five (5) days after this publication in the official journal.

CHAIRMAN: Holly Fonseca
SECRETARY: Michelle Dupont
DLVD/PARISH PRESIDENT: February 25, 2025
APPROVED: DISAPPROVED:
PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: February 26, 2025
AT: 10:42am RECD BY:

SECTION 00806

CHANGE ORDER

No. Three (3)

DATE OF ISSUANCE: December 18, 2024 EFFECTIVE DATE:

OWNER: St. Charles Parish
CONTRACTOR: Seal Level Construction, Inc.
Contract: P181101
Project: Destrehan Pump Station No. 2 Conveyance Improvements
OWNER'S Contract No. P181101 ENGINEER'S Contract No. 1022-1801-00
ENGINEER: Piccola & Associates, Inc.

You are directed to make the following changes in the Contract Documents:
Description: See attached example on how to fill in this information.
1. Delete the Following Work Items:
a. Not Applicable (N/A)
2. Add the Following Work Items:
a. Not Applicable (N/A)
3. Revise the Following Work Item Quantities:
a. Revised Contract Item #: 203-05-00100 Excavation
The quantity is to be decreased from 8,868 CU. YD. to 7,991.20 CU. YD., at the Contract unit rate of \$30.00/Cubic Yard (-\$26,304.00).

Total of Revised Work Items = (-\$64,132.57)
Reason for Change Order: List a reason for each Line Item listed above.
1. Deleted Work Items
a. Not Applicable (N/A)
2. Add Work Items
a. Not Applicable (N/A)
3. Revise Work Item Quantities
a. 203-05-00100 Excavation and S-003 Relocation of Infrastructure
These quantities have been decreased to reflect the actual quantities installed on the project.

Attachments: (List documents supporting change)
N/A

Table with 2 columns: CHANGE IN CONTRACT PRICE and CHANGE IN CONTRACT TIMES. It details original contract prices, net increases/decreases, and final contract prices with all approved change orders.

RECOMMENDED: APPROVED: ACCEPTED:
By: [Signatures]
Date: 12/23/24 Date: 2/26/25 Date: 12/19/24

2025-0027
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)

ORDINANCE NO. 25-2-10
An ordinance approving and authorizing the execution of Amendment No. 1 to Ordinance No. 20-8-13, which approved an Engineering Services Agreement between N-Y Associates, Inc., to facilitate requested changes at the intersection of Carriage and Dunleith Canals for the Carriage/Dunleith Canals Drainage Structure (Project No. P200706), in the amount of \$44,403.00, resulting in an overall contract value not to exceed \$473,378.00.

WHEREAS, Ordinance No. 20-8-13 on August 10, 2020, by the St. Charles Parish Council, approved and authorized the execution of an engineering services agreement with N-Y Associates, Inc. for providing all necessary services for the Carriage/Dunleith Canals Drainage Structure (P200706), in the not to exceed amount of \$428,975.00; and,

WHEREAS, the Engineer has previously completed and submitted 95% Plans and Specifications for this project and the Parish has approved invoices for a total cost of \$291,703.00 for this design work; and,

WHEREAS, after reviewing the plans and specifications, the St. Charles Parish has requested changes based on improvements made to the Destrehan 2 Pump Station and Dunleith Canal, necessitating additional design fees in the amount of \$44,403.00 to modify the plans. The additional design fees will result in a revised contract total not to exceed \$473,378.00.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:
SECTION I. That Amendment No. 1 to the Engineering Services Agreement between St. Charles Parish and N-Y Associates, Inc., (Project No. P200706), to facilitate requested changes at the intersection of Carriage and Dunleith Canals for the Carriage/Dunleith Canals Drainage Structure (Project No. P200706), in the amount of \$44,403.00, resulting in an overall contract value not to exceed \$473,378.00 is hereby approved and accepted.

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

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

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

And the ordinance was declared adopted the 24th day of February, 2025, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Holly Fonseca
SECRETARY: Michelle Dupont
DLVD/PARISH PRESIDENT: February 25, 2025
APPROVED: DISAPPROVED:
PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: February 26, 2025
AT: 10:42am RECD BY:

AMENDMENT NO. 1 TO ENGINEERING SERVICES FOR CARRIAGE/DUNLEITH CANALS DRAINAGE STRUCTURE (PARISH PROJECT NO. P200706)

THIS AMENDMENT NO. 1 is made and entered into on this

BY AND BETWEEN:

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

N-Y Associates represented herein by Constantine Nicoladis, duly authorized by Corporate Resolution attached hereto (hereafter sometimes referred to as "Design Engineer");

WHEREAS, on August 10, 2020 the St. Charles Parish Council adopted Ordinance

No. 20-8-13 to authorize an Agreement between St. Charles Parish and N-Y Associates, Inc. for the design and subsequent bidding of Carriage/Dunleith Canals Drainage Structure (PARISH PROJECT NO. P200706) in the not to exceed amount of \$428,975.00; and,

WHEREAS, the ENGINEER has previously completed and submitted 95% Plans and Specification for the project, and the Parish has approved invoices for a total cost of \$291,703.00 for this design work; and,

WHEREAS, after reviewing the plans and specifications, the Parish has requested changes based on improvements made to the Destrehan 2 Pump Station and Dunleith Canal, necessitating additional design fees in the amount of \$44,403.00 to modify the plans. The additional design fees will result in a revised contract value total not to exceed \$473,378.00.

NOTE: Original contract does not use the current Parish Standard Contract and therefore, does not conform to pre-existing format. Subsequently Attachments A, B, and C are not applicable to this Amendment.

Changes to the Contract are as follows:

Remove Section 8.1 and replace with the following:

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

Table with 2 columns: Description and Amount. Items include Preliminary and Final Design (\$344,153.00), Bidding (\$21,050.00), Construction Services and Closeout (\$108,175.00), and Resident Project Representative (\$137,120.00).

THUS DONE AND SIGNED in the presence of the undersigned competent witnesses, on this

N-Y ASSOCIATES ST. CHARLES PARISH
By: Name: Title: Date:
WITNESS WITNESS
By: Name: Title: Date:

RESOLUTION OF THE BOARD OF DIRECTORS OF N-Y ASSOCIATES, INC.

BE IT RESOLVED, by the Board of Directors of N-Y Associates, Inc., a corporation organized and existing under the laws of the State of Louisiana, that Constantine F. Nicoladis, Senior Vice President of the Corporation is hereby authorized and empowered to execute any and all proposals, documents or contracts of whatever kind on behalf of the Corporation for consulting services for St. Charles Parish for the Ormond Oaks Drainage- Project 3, Carriage Canal & Dunleith Canal Sheet Piles and Structure Project.

I, Michael F. Nicoladis, Secretary of N-Y Associates, Inc., do hereby certify that the foregoing resolution is a true and exact copy unanimously adopted by the Board of Directors of said corporation at a meeting thereof legally held on the 31st day of January 2025; that said resolution is duly entered into the records of said corporation; that it has not been rescinded or modified; and that it is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand and the seal of said corporation this 31st day of January 2025.

[Signature]
Constantine F. Nicoladis, Senior Vice President, Director

[Signature]
Michael F. Nicoladis, Corporate Secretary, President

2025-0028
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)

ORDINANCE NO. 25-2-11
An ordinance approving and authorizing the execution of Change Order No. 2 (Final) for the Des Allemands Phase 1 Bulkhead (Project No. P210601), to decrease the contract amount by \$118,000.72 and decrease the contract time by sixteen (16) calendar days, for a total contract price of \$6,949,452.71 and total contract time of two hundred fifty-three (253) calendar days.

WHEREAS, Ordinance No. 21-8-13 adopted on August 23, 2021, by the St. Charles Parish Council, approved and authorized the execution of a Professional Services Agreement with All South Consulting Engineers, LLC., to perform engineering services for Des Allemands Bulkhead (Project No. P210601), in the amount not to exceed \$404,707.00; and,

WHEREAS, Ordinance No. 22-1-8 adopted on January 24, 2022, by the St. Charles Parish Council, approved and authorized the execution of a contract with APC Construction, LLC, for Parish Project No. P210601 Des Allemands Emergency Bulkhead, with a Bid in the amount of \$1,908,019.20; and,

WHEREAS, Ordinance No. 22-3-6 adopted on March 7, 2022, by the St. Charles Parish Council, approved and authorized the execution of an Amendment No. 1 to Ordinance No. 21-8-13, which approved the Professional Services Agreement with All South Consulting Engineers, LLC, to perform engineering services for the Des Allemands Bulkhead (Parish Project No. P210601), to increase the overall design contract by \$322,238.00, bringing the overall contract value to \$726,945.00; and,

WHEREAS, Ordinance No. 22-9-4 adopted on September 19, 2022, by the St. Charles Parish Council, approved and authorized the execution of Change Order No.1 for the Des Allemands Emergency Bulkhead, (Project No. P210601), to decrease the contract amount by \$135,101.22 and decrease contract time by 36 days, resulting in an overall contract value of \$1,772,917.98 and 144 calendar days; and,

WHEREAS, Ordinance No. 23-10-5 adopted on October 9, 2023, by the St. Charles Parish Council, approved and authorized the execution of a Professional Services Agreement with Alpha Testing and Inspection, Inc., to perform testing services for the Des Allemands Bulkhead (Project No. P210601), in the not to exceed amount of \$57,000.00; and,

WHEREAS, Ordinance No. 23-11-14 adopted on November 20, 2023, by the St. Charles Parish Council, approved and authorized the execution of a Contract with APC Construction, LLC, for Des Allemands Phase 1 Bulkhead (Project No. P210601) in the amount of \$6,226,996.00; and,

WHEREAS, Ordinance No. 24-7-20 adopted on July 22, 2024, by the St. Charles Parish Council, approved and authorized the execution of Change Order No. 1 for the Des Allemands Phase 1 Bulkhead (Project No. P210601), to increase the contract amount by \$840,457.43 and increase the contract time by eighty-nine (89) calendar days; and,

WHEREAS, it is necessary to amend the contract to revise contract items to match final installed quantities and contract days to match substantial completion, resulting in a decrease to the contract amount by \$118,000.72 and the contract time by sixteen (16) calendar days, resulting in an overall final contract price of \$6,949,452.71 and overall final contract time of two hundred fifty-three (253) calendar days.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:
SECTION I. That Change Order No. 2 (Final) for Des Allemands Phase 1 Bulkhead (Project No. P210601), to decrease the contract amount by \$118,000.72 and to decrease the contract time by sixteen (16) 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: HOBLEY, FONSECA, WILSON, SKIBA, PILIE, COMARDELLE, O'DANIELS, FISHER, DEBRULER
NAYS: NONE

ABSENT: NONE

And the ordinance was declared adopted this 24th day of February, 2025, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Holly Fonseca
SECRETARY: Nichelle Capodato
DLVD/PARISH PRESIDENT: February 25, 2025
APPROVED: DISAPPROVED:
PARISH PRESIDENT: Matt Jewell
RET/SECRETARY: February 26, 2025
AT: 10:42 am RECD BY:

SECTION 00806

CHANGE ORDER

No. 2 (Final)

DATE OF ISSUANCE 1/20/2025 EFFECTIVE DATE

OWNER: St. Charles Parish Public Works
CONTRACTOR: APC Construction LLC
Contract: Ordinance No. 23-11-14; Des Allemands Phase 1 Bulkhead; Date: 11/22/2023
Project: Des Allemands Phase 1 Bulkhead
OWNER'S Contract No.: P210601
ENGINEER'S Contract No.: 21-8-13
ENGINEER: All South Consulting Engineers, LLC

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

Description:

- 1. Delete the Following Work Items:
Contract Item: 005 Flowable Fill
Delete item in its entirety. (- \$18,275.00)
Contract Item: 009 Asphalt Pavement Restoration
Delete item in its entirety. (- \$40,950.00)
Total of Deleted Items (- \$59,225.00)
2. Add the Following Work Items:
N/A
Total of Added Work Items = (\$0.00)
3. Revise the Following Work Item Quantities:
Contract Item: 007 Rip Rap (35#)
The quantity is to be decreased from 400 TON to 185.88 TON, at the Contract unit price of \$138.00/TON (- \$29,548.56).
Contract Item: 008 Steel Sheet Pile
The quantity is to be decreased from 1,540 LF to 1,535.98 LF, at the Contract unit price of \$2,722.00/LF (- \$10,942.44).
Contract Item: 010 Asphalt Pavement (Remove and Replace)
The quantity is to be increased from 56 SY to 185.52 SY, at the Contract unit price of \$262.00/SY (+ \$33,934.24).
Contract Item: 012 Pipe Penetrations
The quantity is to be decreased from 1 LS to 0.687127 LS, at the Contract unit price of \$67,203.00/LS (- \$21,026.00).
Contract Item: 014 Relocation of Infrastructure Items
The quantity is to be decreased from 1 LS to 0.901154 LS, at the Contract unit price of \$50,000.00/LS (- \$4,942.30).
Contract Item: 017 Alt. #1 Remove/Replace Existing Concrete Pavement
The quantity is to be increased from 460 SY to 463.48 SY, at the Contract unit price of \$297.72/SY (+ \$1,036.07).
Contract Item: 019 Alt. #1 Steel Sheet Pile linear foot
The quantity is to be decreased from 278 LF to 253.2096847 LF, at the Contract unit price of \$2,442.00/LF (- \$60,537.95).
Contract Item: 031 CO #1 - Installation of Timber Pier
The quantity is to be increased from 1 LS to 1.449131358 LS, at the Contract unit price of \$74,034.51/LS (+ \$33,251.22).
Total of Revised Work Items = (- \$58,775.72)

Reason for Change Order:

- 1. Deleted Work Items
005 Flowable Fill was deleted from the project due to changes in the project that caused this item to not be used.
009 Asphalt Pavement Restoration was deleted from the project due to changes in the project that caused this item to not be used.
2. Added Work Items
N/A
3. Revised Work Items
007 Rip Rap (35#) tonnage quantity was reduced due to Parish-approved scope changes at the project area limits near Old 90, as well as scope changes at the south end of the Emergency phase work.
008 Steel Sheet Pile linear foot quantity was reduced due to quantity underrun in addition to Parish-approved alignment changes.
010 Asphalt Pavement (Remove and Replace) square yardage was increased due to Parish-approved field changes of the remove/replace area required near the boat launch under US HWY 90.
012 Pipe Penetrations lump sum quantity was reduced due to field observations of previously identified penetration locations no longer being required.
014 Relocation of Infrastructure Items lump sum quantity was reduced as not all of the bid item allowance was used.
017 Alt. #1 Remove/Replace Existing Concrete Pavement was increased due to Parish-approved field changes of the remove/replace area required near the Crab Shack.
019 Alt. #1 Steel Sheet Pile linear foot quantity was reduced due to quantity underrun in addition to Parish-approved alignment changes.
031 CO #1 - Installation of Timber Pier lump sum was increased due to Parish-approved scope increase regarding improvements made to the pier located at the Crab Shack. See attached APC Proposal C011 Crab Shack Timber Dock for backup.

Attachments:
Crab Shack Timber Dock Proposal

Table with 2 columns: CHANGE IN CONTRACT PRICE and CHANGE IN CONTRACT TIMES. Rows include Original Contract Price, Net Increase (Decrease) from previous Change Orders, Contract Price prior to this Change Order, Net increase/decrease of this Change Order, and Contract Price with all approved Change Orders.

RECOMMENDED: APPROVED: ACCEPTED:
By: [Signature] By: [Signature] By: [Signature]
ENGINEER (Authorized Signature) OWNER (Authorized Signature) CONTRACTOR (Authorized Signature)
Date: 2/12/25 Date: 2/26/25 Date: 2/6/25

2025-0029
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)

ORDINANCE NO. 25-2-12
An ordinance approving and authorizing the execution of a Contract with Thompson Consulting Services, LLC, for Storm Debris Monitoring 2024, (Project No. P241002).

WHEREAS, when a disaster event occurs that produces large amounts of debris, effective coordination is required between the Parish, State and Federal Emergency Management Agency (FEMA) to ensure that debris monitoring operations are efficient, timely and eligible for FEMA Public Assistance Grant Funding; and,

WHEREAS, St. Charles Parish issued a Request for Proposal for Storm Debris Monitoring 2024 services to select a qualified contractor to perform these services in a manner that achieves federal reimbursement. The RFP was publicly advertised, and sealed proposals were received by St. Charles Parish on December 19, 2024, for Storm Debris Monitoring 2024, (Project No. P241002); and,

WHEREAS, all proposals received have been reviewed and evaluated in accordance with the Evaluation Criteria as set forth in the RFP and it is recommended that the contract be awarded to Thompson Consulting Services, LLC.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:
SECTION I. That the Contract between St. Charles Parish and Thompson Consulting Services, LLC, for the implementation of Storm Debris Monitoring 2024, (Project No. P241002), 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. 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, PILJE, COMARDELLE, O'DANIELS, FISHER, DEBRULER
NAYS: NONE
ABSENT: NONE

And the ordinance was declared adopted this 24th day of February, 2025, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Holly Fonseca
SECRETARY: Nichelle Capodato
DLVD/PARISH PRESIDENT: February 25, 2025
APPROVED: DISAPPROVED:
PARISH PRESIDENT: Matt Jewell
RET/SECRETARY: February 26, 2025
AT: 10:42 am RECD BY:

STORM DEBRIS MONITORING 2024
(Parish Project Number P241002)

ST. CHARLES PARISH

CONTRACT

THIS AGREEMENT made and effective as of the ___ day of ___ 2025 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 Thompson Consulting Services, LLC, a Louisiana limited liability company acting herein by and through its duly authorized representative, Jon Hoyle, hereinafter called CONTRACTOR. Whereas the Owner desires to employ a Contractor to perform work and services for the purposes of debris removal and disposal monitoring services for STORM DEBRIS MONITORING 2024 (Parish Project Number P241002) as described in Ordinance No. 25-2-12 which is attached hereto and made a part hereof.

1.0 GENERAL TERMS

The Owner agrees to employ the Contractor and the Contractor agrees to perform work and services required for the project described above. Contractor will conform to the requirements of the Owner and to the standards of the agencies participating with the Owner in the Project. The Contractor will coordinate all work between the Owner and all participating agencies and regulating agencies, if needed. CONTRACTOR is authorized to begin work upon execution of this contract. The Owner may terminate the Contract by written notification and without cause per Section 11.0 during any phase of the project.

The term of this Contract shall be for a three (3) year period beginning February 1, 2025, and ending on December 31, 2027. Upon written mutual agreement between OWNER and the CONTRACTOR, the Contract may be extended annually for an additional one-year term.

This Agreement shall be effective for an initial Three (3) year term beginning February 1, 2025, and expiring December 31, 2027, and can be extended by written mutual agreement of the parties for up to three (3) additional one (1) year terms. The unit prices can be adjusted upward or downward on each yearly anniversary of the contract to reflect the change in the cost of doing business, as measured by fluctuations in the Consumer Price Index (CPI), applicable to New Orleans - Baton Rouge area, published by the U.S. Department of Labor, Bureau of Labor Statistics. (If this CPI computation is discontinued during the remainder of the term of this contract, then a similar type of index which is published and available during the remainder of the term of this contract shall be applied, upon the mutual agreement of both parties.) On or before ninety (90) days prior to the anniversary date, and each succeeding year thereafter the CONTRACTOR will compute the most recent percent increase or decrease in the CPI, which is then available and the unit prices, as previously adjusted, will be further adjusted if necessary. The CONTRACTOR shall furnish the PARISH at that time with a copy of the CPI upon which it bases its calculation. However, in no event shall any increase or decrease in the unit prices for any one year exceed five (5%) percent. The unit prices, as adjusted, shall automatically become effective on the first day of the next anniversary, each year thereafter.

The Contractor shall at all times during this Agreement maintain all applicable valid Louisiana contracting licenses necessary for the performance of the work and services.

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 AND SCOPE OF WORK

2.1 The Owner hereby contracts with the CONTRACTOR to perform all necessary work and services in connection with the Project as defined as follows:

STORM DEBRIS MONITORING 2024
(Parish Project Number P241002)

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

- 3.1 Contractor 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 Contractor.
3.2 Services provided by the Contractor shall be performed in accordance with generally accepted professional practice at the time and the place where the services are rendered.
3.3 Contractor shall obtain from Owner authorization to proceed in writing for each phase of the Project if applicable.
3.4 Contractor 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 Contractor at project conferences and public hearings.

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 Contractor 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 Contractor to the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Contractor or to Contractor's independent professional associates, subcontractors, and representatives.
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 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, and the Owner shall be sole and exclusive entity who may exercise such rights.

5.0 SUPPLEMENTARY SERVICES

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

The compensation to the Contractor for the supplemental services, when performed by the Contractor, 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 Contractor in writing.

6.0 DEFECTIVE WORK

During such visits and on the basis of such observations, Owner may disapprove of or reject Contractor's work while it is in progress if Owner believes that such work will not produce a completed Project that conforms to the scope of the work and services.

7.0 NOTICE TO PROCEED

The Owner shall notify the Contractor in writing to undertake the services stated in this Agreement, and the Contractor 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 Contractor shall mutually agree upon the period of time within which services for each part of the Project shall be performed.

The Contractor 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 Contractor for the performance of work and services as outlined in Attachment "C" to this Agreement.

8.2 If the Project, or any portion thereof, is not completed for any reason, the final fee for work and services shall be negotiated between Owner and Contractor. If the final fee for work and services is not 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 for St. Charles Parish, State of Louisiana.

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

8.4 The following documentation shall be required for payment to Contractor 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.

8.5 For Additional Authorized Services that Contractor acquires from subcontractors, Owner shall pay Contractor a fixed sum previously agreed upon by Owner and Contractor, 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 shall be subject to the provisions set forth in this Agreement. The following documentation shall be required for payment to Contractor and shall be attached to the monthly invoice:

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

8.6 For *Additional Services* described in Section 5, Owner shall pay Contractor for the fee negotiated at the time the work is assigned by the method stipulated in the contract amendment.

9.0 BUDGET LIMITATIONS

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

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 Contractor, 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 Contractor 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 Contractor promptly that portion of the prescribed fee to which both parties agree.

11.5 Contractor 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 Contractor.

12.0 INSURANCE

12.1 The Contractor 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 Contractor 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 within ten (10) days of acceptance 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 Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates for each. All coverages for subcontractors shall be subject to all the requirements stated herein.

12.5 Contractor 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-R.S. 23:1061.

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

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

13.0 INDEMNIFICATION

Contractor agrees to defend, indemnify, save, and hold harmless St Charles Parish, including all parish departments, agencies, councils, boards and commissions, their officers, agents, servants and employees, including volunteers, from and against any and all claims, lawsuits and demands for damages under any theory of liability as allowed by law, whether contractual, tortious, or implied, arising from this agreement, whether for breach of contract, injury or death to any person, or for the damage, loss or destruction of any property, including loss of use, which may occur or in any way grow out of any breach,

act or omission, whether intentional or unintentional, and any negligence, or liability of Contractor, its subcontractors, agents, servants, officers and/or employees, related to the performance or nonperformance of the Contract herein entered into, including and as a result of any such claims, lawsuits and demands, the Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands or suits related thereto, at its sole expense, even if such claim, demand or suit is groundless, false or fraudulent. Contractor's indemnity obligations pursuant to this Agreement shall be limited to the extent caused by the negligent acts or omissions of the Contractor, the Contractor's subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. In no event shall either party to this Contract be liable for any indirect, incidental, special, consequential, exemplary or punitive damages whatsoever (including but not limited to lost profits or interruption of business) arising out of or related to the Services provided under this Contract.

14.0 WARRANTY

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

14.2 If the work and services performed by Contractor do not meet those requirements noted herein above, then to the extent that this occurs as a direct result of Contractor's failure to meet the standard of care in its work and services, Contractor will indemnify the Owner/Parish for Contractor's share of the costs incurred to bring the Project to the limitations mandated.

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

15.0 EXCLUSIVE JURISDICTION AND VENUE

For all claims arising out of or related to this agreement, CONTRACTOR 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 Contractor's residence and (b) right of removal to Federal Court based upon diversity of citizenship.

16.0 COMPLIANCE WITH FEDERAL AND STATE LAWS

CONTRACTOR further agrees to comply with all federal and state laws, including those identified in Exhibit I - Compliance Provisions, of the Contract Documents.

17.0 BONDS

17.1 All bonds shall be written by a surety or insurance company currently on the U.S. Department of Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an A- rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to ten percent (10%) of the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date 10% of policyholders' surplus as shown in the A.M. Best's Key Rating Guide. Company must have a registered agent in the State of Louisiana, as provided by La. R.S. 38:2218.

17.2 Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.

17.3 If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.

17.4 If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.

17.5 Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

18.0 NON-EXCLUSIVITY CLAUSE

This Agreement is non-exclusive and shall not in any way preclude St. Charles Parish from entering into similar agreements and/or arrangements with other vendors or contractors or from acquiring similar, equal or like goods and/or services from other entities or sources.

19.0 OTHER

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

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

WITNESSES: ST. CHARLES PARISH

 By: MATTHEW JEWELL
 Parish President
 Date: 2/26/25

WITNESSES: (CONTRACTOR NAME)

 By: (AUTHORIZED MEMBER)
 Title

 Date:

2025-0030
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)
ORDINANCE NO. 25-2-13
 An ordinance approving and authorizing the execution of a Professional Services Agreement with Alpha Testing and Inspection, Inc., for testing and inspection services for the Capital Project Testing and Inspection (Project No. P250107), in the not to exceed amount of \$250,000.00.
WHEREAS, the Parish desires to establish a contract for testing and inspection services on an as needed basis with Alpha Testing and Inspection, Inc., for all Public Works and Wastewater Capital Projects; and,
WHEREAS, the necessary scope, schedule and compensation will be described via Task Orders issued for each Capital Project; and,
WHEREAS, the Professional Services Agreement between St. Charles Parish and Alpha Testing and Inspection, Inc., describes the details of the proposed services and compensation.
THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:
SECTION I. That the Professional Services Agreement between St. Charles Parish and Alpha Testing and Inspection, Inc. to perform testing and inspection services for the Capital Project Testing and Inspection (Project No. P250107), in the not to exceed amount of \$250,000.00, is hereby approved and accepted.
SECTION II. That the Parish President is hereby authorized to execute said Agreement on behalf of St. Charles Parish.
 The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:
 YEAS: MOBLEY, FORSECA, WILSON, SKIBA, FILIE, COMARDELLE, O'DANIELS, FISHER, DEBRULER
 NAYS: NONE
 ABSENT: NONE
 And the ordinance was declared adopted this 24th day of February, 2025, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Holly Johnson
 SECRETARY: Michelle Spadaro
 DLVD/PARISH PRESIDENT: February 25, 2025
 APPROVED: _____ DISAPPROVED: _____
 PARISH PRESIDENT: Matt Jand
 RETD/SECRETARY: February 26, 2025
 AT: 10:42 am RECD BY: _____

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and effective as of _____ by and between ST. CHARLES PARISH acting herein by and through its President, who is duly authorized to act on behalf of said Parish, hereinafter called the OWNER, and Alpha Testing and Inspection, a corporation and/or limited liability company 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 for CAPITAL PROJECT TESTING AND INSPECTION, Parish Project No. P250107.

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.

This Agreement shall be effective for a period of two (2) years with an expiration date of December 31, 2027. The Owner reserves the right to extend the Agreement for an additional one (1) year term (twelve months) term upon written notice to Consultant.

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:

CAPITAL PROJECT TESTING AND INSPECTION Parish Project No. P250107

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

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 are, for any reason, delayed beyond a period of six (6) months from the date of the completion of the Design Phase the amount stated as the construction budget shall be adjusted, immediately prior to the time bids are received, by use of a construction cost index acceptable to both parties of this agreement.

10.0 FUNDS

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

11.0 TERMINATION OR SUSPENSION

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

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

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

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

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

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

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

12.0 INSURANCE

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

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

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

12.4 CONSULTANT shall include all 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 \$1,000,000.00 each person; \$1,000,000.00 each occurrence. Property Damage Liability \$1,000,000.00 each occurrence. The Comprehensive Automobile Liability policy must have coverage for loading and unloading and must include owned, hired and leased autos.

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

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

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

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

13.0 INDEMNIFICATION

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

14.0 WARRANTY

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

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

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

15.0 EXCLUSIVE JURISDICTION AND VENUE

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

16.0 COMPLIANCE WITH FEDERAL AND STATE LAWS

CONSULTANT further agrees to comply with all federal and state laws, including those identified in Attachment "D" (if applicable).

17.0 CERTIFICATION OF COMPLIANCE WITH LA R.S. 38:2216.1 & 39:1602.2

In accordance with La R.S. 38:2216.1 and 39:1602.2, Contractor agrees that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on the entity's or association's status as a firearm entity or firearm trade association. Further, Contractor agrees that it will not discriminate against a firearm entity or firearm trade association during the term of the contract based solely on the entity's or association's status as a firearm entity or firearm trade association.

18.0 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.

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

ALPHA TESTING AND INSPECTION	ST. CHARLES PARISH
By: _____	By: _____
Name: Michael A. Devillier, President	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

ATTACHMENT "A"

CAPITAL PROJECT TESTING AND INSPECTION
Parish Project No. P250107

Project Scope:

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

The CONSULTANT shall complete necessary testing and inspection services based on the scope of each specific Capital Project, issued via Task Orders. The scope of services may be some or all of the following:

- Piling Inspection
- Load Test of Foundation Pile, Hydraulic Jack Method
- Logging the Driving of Foundation Piling
- Vibration Monitoring
- Concrete Testing and Inspection
- Soil Testing - Laboratory and Field
- Sampling
- Asphalt Inspection and Testing

ATTACHMENT "B"

CAPITAL PROJECT TESTING AND INSPECTION
Parish Project No. P250107

Project Schedule:

The project schedule will vary depending on the contract time for each specific Capital Project, described within each issued Task Order. The CONSULTANT shall complete all necessary testing and inspection services throughout the duration of each construction project.

Time for Completion

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

ATTACHMENT "C"

CAPITAL PROJECT TESTING AND INSPECTION
Parish Project No. P250107

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

- a. The total compensation for testing services as described in Attachment A is estimated to be \$250,000.00.

- b. The amounts billed for CONSULTANT's services under this Agreement will be based on the cumulative hours charged to the Project during the billing period by each class of CONSULTANT's employees times Standard Hourly Rates for each applicable billing class.
- c. The Standard Hourly Rates charged by CONSULTANT constitute full and complete compensation for CONSULTANT's services, including labor costs, overhead, and profit.
- d. CONSULTANT's Standard Hourly Rates are attached to this Agreement as Attachment C-1.

Attachment C-1

ALPHA TESTING AND INSPECTION, INC.

338 HIGHWAY 3160, BAHNVILLE, LOUISIANA 70857 TEL: 985-783-0771 FAX: 985-783-0774

January 27, 2025

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

Re: 2025 Unit Rates
Various Projects

To Whom it May Concern:

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

1. Piling Inspection	
A.) Treated Piling: Inspection after treatment at the treatment plant (gauge method), Rate/lin. Ft	\$.12
B.) Minimum Charge per inspection trip, including transportation charge	\$ 550.00
2. Load Test of Foundation Pile: Hydraulic Jack Method:	
Contractor to furnish, transport, set up loading equipment and furnish piles as necessary to support load. Testing laboratory will furnish hydraulic jack and services of technician to conduct load test. (Quick Method)	upon request
3. Logging the Driving of Foundation Piling:	
Services of inspector to witness driving and prepare log, Rate/Hour	\$ 55.00
4. Vibration Monitoring	
A.) Services of technician and equipment to monitor vibrations from construction activities, rate/hour	\$ 55.00
B.) Additional Unit, Rate/Day	\$ 75.00
5. Concrete Testing and Inspection:	
A.) Placement of ACI Certified Technician at source of supply or jobsite during concrete operations. Also, pick up concrete Compression test specimens, Rate/Hour	\$ 55.00
B.) Curing and testing of concrete cylinders in Connection with control, Rate/Each	\$ 18.00
6. Soil Testing - Laboratory:	
A.) Soil Classification, Each	\$ 75.00
B.) Sieve Analysis (Limestone), Each	\$ 75.00
C.) Moisture Density Relationship Test (Proctor), Each	\$ 150.00
D.) One Point Proctor, Each	\$ 55.00
E.) Organic Content, Each	\$ 55.00
F.) Oven Moisture Content, Each	\$ 15.00
G.) Relative Density (Min./Max), Each	\$ 225.00
7. Soil Testing - Field:	
A.) Services of Inspector to visit project site and make field Density tests - Nuclear Method 12" Maximum Depth, Rate/Hour or each	\$ 55.00
B.) In place Density Test (Nuclear), Each	\$ 15.00
C.) In place Density Test (Sandcone), Each	\$ 25.00
8. Sampling Charge	
Services of Technician to sample materials for laboratory Testing, Rate/Hour	\$ 55.00
9. Asphalt Inspection:	
A.) Service of a technician for local asphalt plant inspection Rate/Hour	\$ 55.00
B.) Jobsite Technician, Rate/Hour	\$ 55.00
10. Asphalt Testing:	
Density and Thickness Determination on Contractor cut samples, Each	\$ 35.00
11. Transportation Charge:	
Rate/Mile Traveled (\$75 Minimum)	\$ 0.60

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

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

Yours very truly,
ALPHA TESTING & INSPECTION, INC.

Michael A. Devillier
Michael A. Devillier
President

2025-0031
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)
ORDINANCE NO. 25-2-14
An ordinance approving and authorizing the execution of a Professional Services Agreement with Terracon Consultants, Inc., to perform engineering services for Roadway Coring -2025 (Project No. P250106), in the not to exceed amount of \$100,000.00.

WHEREAS, St. Charles Parish desires to have roadway corings to provide field exploration and catalog conditions of roads; and,

WHEREAS, the cores are to display the roadway cross section to determine when and how roadway repairs are needed; and,

WHEREAS, the attached Professional Services Agreement between St. Charles Parish and Terracon Consultants, Inc. describes the details of the proposed services and compensation.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:
SECTION I. That the Professional Services Agreement between St. Charles Parish and Terracon Consultants, Inc., to perform engineering services for Roadway

Coring - 2025 (Project No. P250106), in the amount not to exceed of \$100,000.00 is hereby approved and accepted.

SECTION II. That the Parish President is hereby authorized to execute the said Agreement 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, DEBBULER
NAYS: NONE
ABSENT: NONE

And the ordinance was declared adopted this 24th day of February, 2025, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Holly Fonseca
SECRETARY: Michelle Supodato
DLVD/PARISH PRESIDENT: February 25, 2025
APPROVED: DISAPPROVED:
PARISH PRESIDENT: Matt Lewis
RET/SECRETARY: February 26, 2025
AT: 10:42am RECD BY: [Signature]

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and effective as of 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 Terracon Consultants, Inc., a corporation and/or limited liability company 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 for Roadway Coring - 2025, Parish Project No. P250106.

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:

Roadway Coring - 2025
Parish Project No. P250106

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".

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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.

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

5.0 SUPPLEMENTARY SERVICES

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

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

Such supplementary services may include the following:

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

K. If all or part of the work is to be financed by a Federal or State Grant, the Consultant shall assist the Owner in the preparation of the Grant application and with the Grant Administration, unless otherwise specifically agreed upon previously herein.

6.0 DEFECTIVE WORK

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

7.0 NOTICE TO PROCEED

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

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

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

8.0 PAYMENTS

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

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

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

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

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

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

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

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

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

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

9.0 BUDGET LIMITATIONS

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

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

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

10.0 FUNDS

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

11.0 TERMINATION OR SUSPENSION

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

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

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

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

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

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

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

12.0 INSURANCE

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

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

12.3 All certificates of insurance SHALL BE FURNISHED TO THE OWNER and shall

provide that insurance shall not be cancelled without ten (10) days prior written notice to the Owner. The Owner may examine the policies.

- 12.4 CONSULTANT shall include all 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 \$1,000,000.00 each person; \$1,000,000.00 each occurrence. Property Damage Liability \$1,000,000.00 each occurrence. The Comprehensive Automobile Liability policy must have coverage for loading and unloading and must include owned, hired and leased autos.
- 12.6 St Charles Parish shall be named as an additional insured on general liability insurance policies.
- 12.7 For all purposes under Louisiana law, the principals of this Contract shall be recognized as the statutory employer of all contract employees as provided in LSA-R.S. 23:1061.
- 12.8 Insurance policies shall be endorsed to provide for a waiver of subrogation in favor of St. Charles Parish for worker's compensation policies. The certificate of insurance shall reference the waiver of subrogation endorsement.
- 12.9 The Worker's Compensation Policy Territory Coverage must include Louisiana.

13.0 INDEMNIFICATION

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

14.0 WARRANTY

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

15.0 EXCLUSIVE JURISDICTION AND VENUE

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

16.0 COMPLIANCE WITH FEDERAL AND STATE LAWS

CONSULTANT further agrees to comply with all federal and state laws, including those identified in Attachment "D" (if applicable).

17.0 CERTIFICATION OF COMPLIANCE WITH LA R.S. 38:2216.1 & 39:1602.2

In accordance with La R.S. 38:2216.1 and 39:1602.2, Contractor agrees that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on the entity's or association's status as a firearm entity or firearm trade association. Further, Contractor agrees that it will not discriminate against a firearm entity or firearm trade association during the term of the contract based solely on the entity's or association's status as a firearm entity or firearm trade association.

18.0 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.

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

TERRACON CONSULTANTS, INC. **ST. CHARLES PARISH**

By: _____ By: _____

Name: Jason Maloney Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

ATTACHMENT "B"

Roadway Coring - 2025
Parish Project No. P250106

Project Schedule:

Each task order shall be completed within 32 days of Notice to Proceed.

ATTACHMENT "C"

Roadway Coring - 2025
Parish Project No. P250106

For performance of the testing surveying services the OWNER shall authorize and pay the CONSULTANT in a Not to Exceed cost of \$100,000.00 through all Task Orders.

Pricing for all work shall be according to page 7 of a proposal dated December 13, 2024 as follows.

Task	Fee per Core Location
Private Utility Locate	Cost + 15%
Subsurface Exploration, Laboratory Testing, Geotechnical Data & Reporting	\$950 ¹
Traffic Control, per day (if required)	\$2,700

1. Minimum charge of ten core locations per mobilization
2. If the owner/client is unable to accurately locate private utilities, we can subcontract a private utility locating firm and/or utilize geophysical equipment to scan the immediate area, typically 10x10 feet, around our boring locations, if necessary. The detection of underground utilities is dependent upon the composition and construction of utility lines. Some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private locate service does not relieve the owner of their responsibilities in identifying private underground utilities. No mapping or other SUE related locating services is included in this scope. Terracon can provide each subcontractor invoice if requested.

Standby in excess of 1 hour for site access delays (caused by others) will be invoiced at \$350/hour.

Additional services not part of the base fee include the following:

Additional Services (see Exhibit B)	Lump Sum Fee	Initial for Authorization
Hydrovac Soft Dig Utility Clearance	Cost +15%	
Plans and Specifications Review	\$500	
Construction Materials Testing Services	TBD	

ATTACHMENT "B"

Roadway Coring - 2025
Parish Project No. P250106

Project Schedule:

Each task order shall be completed within 32 days of Notice to Proceed.

ATTACHMENT "C"

Roadway Coring - 2025
Parish Project No. P250106

For performance of the testing surveying services the OWNER shall authorize and pay the CONSULTANT in a Not to Exceed cost of \$100,000.00 through all Task Orders.

Pricing for all work shall be according to page 7 of a proposal dated December 13, 2024 as follows.

Task	Fee per Core Location
Private Utility Locate	Cost + 15%
Subsurface Exploration, Laboratory Testing, Geotechnical Data & Reporting	\$950 ¹
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1. Minimum charge of ten core locations per mobilization
2. If the owner/client is unable to accurately locate private utilities, we can subcontract a private utility locating firm and/or utilize geophysical equipment to scan the immediate area, typically 10x10 feet, around our boring locations, if necessary. The detection of underground utilities is dependent upon the composition and construction of utility lines. Some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private locate service does not relieve the owner of their responsibilities in identifying private underground utilities. No mapping or other SUE related locating services is included in this scope. Terracon can provide each subcontractor invoice if requested.

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Additional services not part of the base fee include the following:

Additional Services (see Exhibit B)	Lump Sum Fee	Initial for Authorization
Hydrovac Soft Dig Utility Clearance	Cost +15%	
Plans and Specifications Review	\$500	
Construction Materials Testing Services	TBD	

2025-0032

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

ORDINANCE NO. 25-2-15

An ordinance approving and authorizing the execution of Amendment No. 2 to Ordinance No. 21-4-7, which approved a Professional Services Agreement with GIS Engineering, LLC, to perform engineering services for the Montz Pump Station No. 1 (Project No. P210301), in the amount not to exceed \$797,379.50, which increases the overall contract value to \$1,525,535.50.

WHEREAS, Ordinance No. 21-4-7 adopted on April 19, 2021, by the St. Charles Parish Council, approved and authorized the execution of an Agreement for Professional Services with GIS Engineering, LLC for providing all necessary services for a new Montz Pump Station No.1 (P210301), in the not to exceed amount of \$688,156.00; and,

WHEREAS, Ordinance No. 22-12-5 adopted on December 5, 2022, by the St. Charles Parish Council, approved and authorized the execution of Amendment No. 1 to Ordinance No. 21-4-7 which approved the Professional Services Agreement with GIS Engineering, LLC, to perform engineering services for the Montz Pump Station No.1 (Parish Project No. P210301), to increase the not to exceed amount by \$40,000.00; and,

WHEREAS, due to the extended timeframe for design and the increased probable construction cost, it is necessary to amend the project to increase fees for both the bidding and construction administration phases, as well as add fees for Resident Project Representative; and,

WHEREAS, St. Charles Parish and GIS Engineering, LLC, have mutually agreed to an overall not to exceed price of \$797,379.50 to complete the work, increasing the overall contract value to a not to exceed amount of \$1,525,535.50; and,

WHEREAS, Amendment No. 2 to the Professional Services Agreement between St. Charles Parish and GIS Engineering, LLC, describes the details of the proposed services and compensation.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Amendment No. 2 to the Professional Services Agreement between St. Charles Parish and GIS Engineering, LLC, for the Montz Pump Station No.1 (Project No. P210301), in the amount not to exceed \$797,379.50, resulting in overall contract value of \$1,525,535.50, is hereby approved and accepted.

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

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

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

And the ordinance was declared adopted the 24th day of February, 2025, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: *Shelly Fonseca*
SECRETARY: *Michelle Caputo*
DLVD/PARISH PRESIDENT: *February 25, 2025*
APPROVED: _____ DISAPPROVED: _____
PARISH PRESIDENT: *Matthew Jewell*
RETD/SECRETARY: *February 24, 2025*
AT: 10:42am RECD BY: _____

AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT FOR MONTZ PUMP STATION NO. 1 (PARISH PROJECT NO. P210301)

THIS AMENDMENT NO. 2 is made and entered into on this

BY AND BETWEEN:

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

GIS Engineering LLC represented herein by Benjamin Malbrough, P.E., duly authorized by Corporate Resolution attached hereto (hereafter sometimes referred to as "CONSULTANT");

WHEREAS, On April 19, 2021, the St. Charles Parish Council adopted Ordinance No. 21-4-7 to authorize an Agreement between St. Charles Parish and GIS Engineering, LLC for the design of the Montz Pump Station No. 1 (Parish Project No. P210301), in the not to exceed amount of \$688,156.00; and,

WHEREAS, On December 5, 2022, the St. Charles Parish Council adopted Ordinance No. 22-12-5 to approve Amendment No. 1 to the Agreement between St. Charles Parish and GIS Engineering, LLC, to increase the not to exceed amount for permitting work by \$40,000.00, bringing the permitting task to a total of \$90,000.00 and the overall contract value to \$728,156.00; and,

WHEREAS, Due to the extended timeframe for design and the increased probable construction cost, it is necessary to amend the project to increase fees for both the bidding and construction administration phases, as well as add fees for Resident Project Representative; and,

WHEREAS, St. Charles Parish and GIS Engineering, LLC have mutually agreed to an overall not to exceed price of \$797,379.50 to complete the work, increasing the overall contract value to a not to exceed amount of \$1,525,535.50; and,

WHEREAS, Amendment No. 2 to the Professional Services Agreement between St. Charles Parish and GIS Engineering, LLC describes the details of the proposed services and compensation.

Changes to the Contract Attachments are as follows:

ATTACHMENT "A"

The scope of work from the original Contract shall be amended to include the following expansion of services for Bidding, Construction Administration and Resident Project Representative.

A. BID PHASE

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

proceed, CONSULTANT shall:

- a. Assist OWNER in advertising for and obtaining bids or proposals for the Work, assist OWNER in issuing assembled design, contract, and bidding-related documents to prospective CONTRACTORS, and, where applicable, maintain a record of prospective CONTRACTORS to which documents have been issued, pre-bid conferences, if any, and receive and process CONTRACTOR deposits or charges for the issued documents.
- b. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
- c. Consult with OWNER as to the qualifications of prospective CONTRACTORS. Consult with OWNER as to the qualifications of Subcontractors, suppliers, and other individuals and entities proposed by prospective CONTRACTORS, for those portions of the Work as to which review of qualifications is required by the issued documents.
- d. If the issued documents require, CONSULTANT shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective CONTRACTORS.
- e. Attend the bid opening, prepare bid tabulation sheets and recommendation of award to meet OWNER's schedule, and assist OWNER in evaluating bids or proposals, assemble final contracts for the Work for execution by OWNER and CONTRACTOR, and in issuing notices of award of such contracts.
- f. The Bid Phase will be considered complete upon commencement of the Construction Phase.

B. CONSTRUCTION PHASE

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

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

C. RESIDENT PROJECT REPRESENTATIVE (RPR)

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

The duties and responsibilities of the RPR are as follows:

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

and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.

- l. Observe whether all items on the final punch list have been completed or corrected and make recommendations to CONSULTANT concerning acceptance.
- m. Resident Project Representative shall not:
 - 1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
 - 2. Undertake any of the responsibilities of CONTRACTOR, Subcontractors, or Suppliers.
 - 3. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by CONTRACTOR.
 - 4. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of OWNER or CONTRACTOR.

ATTACHMENT "B"

The CONSULTANT shall complete the following phases of the project within the number of days shown:

	Number of Days to Complete
Bid Phase	90
Construction Phase	500

Time for Completion

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

ATTACHMENT "C"

OWNER shall pay CONSULTANT based on the breakdown of tasks shown below, for a total Not to Exceed Contract value of \$1,525,535.50.

OWNER shall pay CONSULTANT on a Lump Sum basis for Basic Services set forth in Attachment A (both in the original contract and Amendments No. 1 and 2) as follows:

- a. The total compensation for basic services as described in Attachment A is estimated to be \$887,563.00 based on the following estimated distribution of compensation:
 - 1. Design Phase \$448,617.00 (completed)
 - 2. Bid Phase \$58,160.00
 - 3. Construction Phase \$380,786.00
- b. CONSULTANT may, with OWNER's consent, alter the distribution of compensation between individual phases of the Work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by OWNER.
- c. The amounts billed for CONSULTANT's services under this Agreement will be based on the cumulative hours charged to the Project during the billing period by each class of CONSULTANT's employees times Standard Hourly Rates for each applicable billing class, plus CONSULTANT's SUBCONSULTANT's charges.
- d. The Standard Hourly Rates charged by CONSULTANT constitute full and complete compensation for CONSULTANT's services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include CONSULTANT's SUBCONSULTANT's charges.
- e. CONSULTANT's Standard Hourly Rates are attached to this Agreement as Attachment C-1.

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

- a. Surveying \$40,000.00
- b. Permitting \$90,000.00

OWNER shall pay CONSULTANT for on a Not to Exceed basis for Resident Project Representative Basic Services as follows:

- 1. Resident Project Representative Services: For services of CONSULTANT's Resident Project Representative, if requested, as outlined in Part 2.D of Attachment A, a total amount of \$482,982.50 at the hourly rate as listed in Attachment C-1.
- 2. Resident Project Representative Schedule: The total amount set forth above is based on full-time RPR services on an eight-hour workday Monday through Friday over a 500-day construction schedule.
- 3. Reimbursable expense of a truck for the Resident Project Representative at the rate of \$70.00/day for a maximum of 400 days, for a total not to exceed of \$24,990.00 allowable reimbursable expenses.

THUS DONE AND SIGNED in the presence of the undersigned competent witnesses, on this

GIS ENGINEERING, LLC

ST. CHARLES PARISH

By: _____ By: _____
 Name: _____ Name: _____
 Title: _____ Title: _____
 Date: _____ Date: _____

WITNESS

WITNESS

By: _____ By: _____
 Name: _____ Name: _____
 Title: _____ Title: _____
 Date: _____ Date: _____

Attachment C-1

2025
RATE SCHEDULE

Category	Category Description	Personnel Description	Bill Rate
I	CO-OP	Student Intern	60
II	ADMINISTRATION	Administrative Assistant I	65
		Administrative Assistant II	85
		Executive Assistant	90
III	CADD	CADD Tech I	85
		CADD Tech II	100
		Designer I	115
		Designer II	125
		Designer III	140
		Sr. Designer	150
IV	SURVEYING & TECHNOLOGY	Survey Technician I	80
		Survey Technician II	90
		Survey Technician III	125
		Survey Party Chief	105
		Pilot in Command I	90
		Pilot in Command II	105
		Pilot in Command III	120
		Survey Crew (2-Man)	175
		Professional Land Surveyor I	125
		Professional Land Surveyor II	145
		Professional Land Surveyor III	165
		Sr. Professional Land Surveyor	190
Survey Crew (3-Man)	215		
V	CONSTRUCTION	Project Rep I	81.50
		Project Rep II	96.50
		Project Rep III	111.50
		Project Rep IV	131.50
		Deputy Construction Manager I	105
VI	ENVIRONMENTAL	Deputy Construction Manager II	115
		Construction Manager I	125
		Construction Manager II	145
		Sr. Construction Manager	185
		Env Technician	80
VII	ENGINEERING	Env Scientist/Biologist I	105
		Env Scientist/Biologist II	125
		Env Scientist/Project Manager III	140
		Env Scientist/Project Manager IV	165
		Sr. Env Scientist/Manager V	155
		Sr. Env Program Manager/Director	225
		Engineer Tech I	75
		Engineer Tech II	85
		Engineer Tech III	95
		Engineer Tech IV	105
H&M Modeler/Designer	160		
Sr. H&M Modeler/Designer	160		
VIII	PROJECT MANAGEMENT	Engineer Intern I	100
		Engineer Intern II	110
		Engineer Intern III	120
		Professional Engineer I	130
		Professional Engineer II	145
		Professional Engineer III	165
		Professional Engineer IV	190
		Sr. Professional Engineer	215
		Specialty Design Software	25
		Project Associate I / Project Controller I	105
IX	PROGRAM MANAGEMENT	Project Associate II / Project Controller II	125
		Deputy Project Manager	140
		Project Manager I	165
		Project Manager II	175
		Project Manager III	190
X	PRINCIPALS	Sr. Project Manager	205
		Client Program Manager	185
		Director	205
		Division Manager	215
		Sr. Client Program Manager	225
		Principal	275

2025-0033
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
 (DEPARTMENT OF PUBLIC WORKS)
ORDINANCE NO. 25-2-16
 An ordinance approving and authorizing the execution of a Professional Services Agreement with Barowka and Bonura Engineers and Consultants, LLC, to perform engineering services for the Cousins Canal Bank Stabilization (Project No. P241103), in the not to exceed amount of \$618,000.00.

WHEREAS, St. Charles Parish desires to have the banks of Cousins Canal stabilized with sheet piling; and,
WHEREAS, St. Charles Parish and Barowka and Bonura Engineers and Consultants, LLC, have mutually agreed to perform engineering services for the Cousins Canal Bank Stabilization (Project No. P241103), in the not to exceed amount of \$618,000.00; and,
WHEREAS, the Professional Services Agreement between St. Charles Parish and Barowka and Bonura Engineers and Consultants, LLC, describes the details of the proposed services and compensation.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:
SECTION I. That the Professional Services Agreement between St. Charles Parish and Barowka and Bonura Engineers and Consultants, LLC, to perform engineering services for the Cousins Canal Bank Stabilization (Project No. P241103), in the not to exceed amount of \$618,000.00, is hereby approved and accepted.
SECTION II. That the Parish President is hereby authorized to execute said Agreement on behalf of St. Charles Parish.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:
YEAS: MOBLEY, FONSECA, WILSON, SKIBA, PILIE, COMARDELLE, O'DANIELS, FISHER, DEBRULER
NAYS: NONE
ABSENT: NONE

And the ordinance was declared adopted this 24th day of February, 2025, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Michelle Youson
 SECRETARY: Michelle Dupont
 DLVD/PARISH PRESIDENT: February 25, 2025
 APPROVED: Matthew Jewell DISAPPROVED:
 PARISH PRESIDENT: Matthew Jewell
 RETD/SECRETARY: February 26, 2025
 AT: 10:42am RECD BY: [Signature]

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and effective as of 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 and/or limited liability company 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 for Cousins Canal Bank Stabilization, Parish Project No. P241103.

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:

Cousins Canal Bank Stabilization
 Parish Project No. P241103

- 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

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

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

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

8.0 PAYMENTS

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

- a. A copy of the Owner's written authorization to perform the service.
 - b. Timesheets for all hours invoiced.
 - c. Invoice copies, logs or other substantiation of non-salary expenses.
- 8.7 For Additional Authorized Services that Consultant acquires from subcontractors and/or subconsultants, Owner shall pay Consultant a fixed sum previously agreed upon by Owner and Consultant, such sum to be established in each case when the scope of the work involved has been determined and before any of the Additional Services are provided. The use of subcontractors and/or subconsultants shall be subject to the provisions set forth in this Agreement. The following documentation shall be required for payment to Consultant and shall be attached to the monthly invoice:
- a. A copy of the Owner's written consent for the subcontractor and/or subconsultant to perform the service stating the Owner's and Consultant's agreed upon fixed sum established for the service performed.
 - b. Evidence that the subcontractor and/or subconsultant is insured as required by this Agreement.
- 8.8 For Supplementary Services described in Section 5, Owner shall pay Consultant for the fee negotiated at the time the work is assigned by the method stipulated in the contract amendment.

9.0 BUDGET LIMITATIONS

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

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

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

10.0 FUNDS

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

11.0 TERMINATION OR SUSPENSION

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

12.0 INSURANCE

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

13.0 INDEMNIFICATION

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

14.0 WARRANTY

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

15.0 EXCLUSIVE JURISDICTION AND VENUE

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

16.0 COMPLIANCE WITH FEDERAL AND STATE LAWS

CONSULTANT further agrees to comply with all federal and state laws, including those

identified in Attachment "D" (if applicable).

17.0 CERTIFICATION OF COMPLIANCE WITH LA R.S. 38:2216.1 & 39:1602.2

In accordance with La R.S. 38:2216.1 and 39:1602.2, Contractor agrees that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on the entity's or association's status as a firearm entity or firearm trade association. Further, Contractor agrees that it will not discriminate against a firearm entity or firearm trade association during the term of the contract based solely on the entity's or association's status as a firearm entity or firearm trade association.

18.0 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.

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

BAROWKA AND BONURA ENGINEERS AND CONSULTANTS, LLC **ST. CHARLES PARISH**

By: _____ By: _____
 Name: Jeffrey Bonura Name: _____
 Title: _____ Title: _____
 Date: _____ Date: _____

ATTACHMENT "A"

Cousins Canal Bank Stabilization
 Parish Project No. P241103

Project Scope:

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

The Project consists of performing design and construction services for a Sheet Pile Bulkhead along Cousins Canal from Lakewood Drive pump station to Blouin Canal pump station on both sides of the Cousins Canal.

The project is planned to be constructed in three Phases as follows:

- Phase I - Primrose Drive to West Heather Drive
- Phase II - Primrose Drive south to Cousins pump station
- Phase III - West Heather Drive to Lakewood pump station.

Only Phase I will be designed at this time. Phase II and Phase III of the project may be added to the Agreement at a later date at the discretion of the Parish.

ATTACHMENT "B"

Cousins Canal Bank Stabilization
 Parish Project No. P241103

Project Schedule:

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

The Consultant will begin work on the project immediately upon written notice. The schedule shall be extended as needed depending on the Consultants response time.

Estimated Time of Completion

Preliminary Design Services	90 Days
Final Design Services	60 Days
Bidding Services	45 Day
Construction Services	180 Days

ATTACHMENT "C"

Cousins Canal Bank Stabilization
 Parish Project No. P241103

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

Phase I: Primrose Drive to West Heather Drive

- Basic Engineering fee: \$500,000.00
- Preliminary Design Services (30%) \$150,000.00
- Final Design Services (40%) \$200,000.00
- Bidding Services (5%) \$25,000.00
- Construction Services (20%) \$100,000.00
- As-Builts Service (5%) \$25,000.00

Supplemental Services:

- Permitting Services \$30,000.00
- Resident Inspection \$88,000.00

*Phase II and Phase III to be determined and added by amendment.

CONSULTANT's Standard Hourly Rates are attached to this Agreement as Attachment C-1.

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

January 13, 2025

Miles Bingham, Director
 St. Charles Parish Department of Public Works
 16045 River Road
 Hahnville, LA 70057

**Subject: Cousins Canal Improvement Project
 Hourly Rate Schedule**

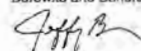
Dear Mr. Bingham:

The rates below represent our hourly rates schedule for the project, as provided in our response to the subject RFQ.

Title	Hourly Rate	Title	Hourly Rate
Principal in Charge	\$350.00	Resident Inspector	\$95.00
Project Manager	\$280.00	CADD Designer	\$120.00
Engineering Supervisor	\$280.00	CADD Technician	\$90.00
Senior Project Engineer	\$280.00	Clerical/Administrative	\$80.00
Project Engineer	\$200.00	GIS Technician	\$130.00
Pre-Professional Engineer	\$120.00		

If you have any questions or need additional information, please feel free to contact me.

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


 Jeffrey Bonura, P.E.

2025-0034
INTRODUCED BY: WILLIE COMARDELLE, COUNCILMAN, DISTRICT IV
ORDINANCE NO. 25-2-17

An ordinance of the Parish of St. Charles providing that the Code of Ordinances, Parish of St. Charles, be amended by revising Section 15-5, Motor Vehicles and Traffic, of said Code, to provide for the installation of "NO PARKING" signs on both sides of Williams Street in Boutte.

WHEREAS, vehicles obstructing the passage of moving vehicular traffic poses a threat to the health, safety, and welfare of the general public in the event that emergency vehicles are obstructed in responding to an emergency; and,
WHEREAS, vehicles parking on this street obstruct the passage of moving vehicular traffic including school buses, garbage trucks, and other vehicles to pass; and,
WHEREAS, no parking signs are needed in order to eliminate the safety hazard and danger to residents.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. Traffic control signs have been posted by the Department of Public Works since the adoption of Ordinance No. 82-10-9.

SECTION II. In accordance with Section 15-5, Motor Vehicles and Traffic, of the St. Charles Parish Code of Ordinances, the Department of Public Works is hereby authorized to order the erection, removal and location of such traffic control signs, signals, devices and markings as provided in the chapter or any amendments thereto.

NOW, THEREFORE, WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, DO HEREBY ORDAIN that "NO PARKING" signs be installed on both sides of Williams Street in Boutte.

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

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

And the ordinance was declared adopted this 24th day of February, 2025, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: *Michelle Impastato*
 SECRETARY: *Michelle Impastato*
 DLVD/PARISH PRESIDENT: February 25, 2025
 APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: *Math Jones*
 RETD/SECRETARY: February 26, 2025
 AT: 10:42 am RECD BY: *[Signature]*

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.

Michelle Impastato
MICHELLE IMPASTATO
COUNCIL SECRETARY
 Publish: March 6, 2025

Public Notice

To be published Thursday, March 6, 2025 in the LEGAL SECTION of the St. Charles Herald

PUBLIC HEARING NOTICE

St. Charles Parish
FY2026-2027 Louisiana Community Development Block Grant Program

St. Charles Parish will hold a public hearing at 2:00 p.m. on Wednesday, March 19, 2025, in the Parish Council Chambers, St. Charles Parish Courthouse, 15045 Highway 18, Hahnville, Louisiana.

The purpose of the hearing is to obtain public views on the housing and community development needs of St. Charles Parish and to discuss the submission of applications for funding under the State of Louisiana FY2026/2027 Community Development Block Grant (LCDBG) Program.

At a minimum, the following items will be discussed at the hearing:

1. The amount of funds available for proposed community development and housing activities;
2. The range of activities available that may be undertaken, including the estimated amount of funds proposed to be used for activities that will benefit persons of low and moderate incomes;
3. The plans of the Parish for minimizing displaced persons as a result of activities assisted with such funds and the benefits to be provided by the Parish to persons actually displaced as a result of such activities; and,
4. The Parish's past performance on LCDBG projects funded by the State of Louisiana.

All citizens, particularly low and moderate income persons and residents of slum and blighted areas of St. Charles Parish are encouraged to submit their views and proposals at this meeting.

Accommodations will be made to persons with disabilities and non-English speaking individuals provided those persons request said accommodations through the contact given below three (3) days prior to the hearing.

Those unable to attend this hearing may submit their views and proposals in writing three (3) days prior to the public hearing to:

Ms. Carla A. Chiasson
 Grants Officer
 St. Charles Parish
 Post Office Box 302
 Hahnville, Louisiana 70057
 (985) 783-5000

St. Charles Parish may also be reached through the LA Relay Communications System at the following numbers:

Access #'s:
 Voice Users: 1-800-947-5277
 Speech to Speech: 1-888-272-5530
 TTY Users: 1-800-846-5277
 Spanish/Español: 1-800-737-1813
 Email: larelay@hamiltonrelay.com

This service is free of charge.

Publication Date: Thursday, March 6, 2025

Public Notice

PUBLIC NOTICE

REMOVAL OF WEEDS, GRASS & OTHER NOXIOUS MATTER

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

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

Davis T. Thompson
 113 Pitre St, St. Rose, LA 70087
 Lot 7A
 Block 3A
 Subdivision: Fairfield Pltn. Oaks*
 Nature of violation: Grass cutting & removal of debris

Danielle M. Dulic
 307 D Ormond Meadows Dr, Destrehan, LA 70047
 Lot 4D
 Block C
 Subdivision: Ormond Meadows Subd.
 Nature of violation: Grass cutting & removal of debris

Gaynell Ayo of Forrest, George - Estate of
 103 Luke Drive, Bayou Gauche, LA 70030
 Lot 66B
 Block 3A
 Subdivision: Smith's Green Acres
 Nature of violation: Grass cutting & removal of debris

PUBLISH: March 6, 2025

Public Notice

ST. CHARLES PARISH ZONING BOARD OF ADJUSTMENT

THE ST. CHARLES PARISH ZONING BOARD OF ADJUSTMENT WILL MEET ON MARCH 20, 2025 AT 6:00 P.M. IN THE COUNCIL CHAMBER OF THE PARISH COURTHOUSE LOCATED AT 15045 RIVER ROAD, HAHNVILLE TO HEAR:

NEW CASES:

2025-3-ZBA requested by David and Diane Feagley to allow a residential accessory building within a front yard, reduce the required front yard setback, and waive the requirement for permanent, dust-free paving, **206 St. Paul Street, Destrehan.** Zoning District R-1A. Council District 2.

2025-4-ZBA requested by Carla Chiasson to reduce the minimum building elevation from 7 ft. NAVD88 to no lower than 12 in. above the centerline of the street for substantial improvements to an existing accessory building at **132 Edna Drive, Bayou Gauche.** Zoning District R-1A. Council District 4.

2025-5-ZBA requested by Carla Chiasson to reduce the minimum building elevation from 7 ft. NAVD88 to no lower than 12 in. above the centerline of the street for a new detached accessory building at **132 Edna Drive, Bayou Gauche.** Zoning District R-1A. Council District 4.

2025-6-ZBA requested by Ryan and Ashley McDonald to reduce the minimum building elevation from 7 ft. NAVD88 to no lower than 12 in. above the centerline of the street for a new house on Lot 20A, Pleasant Valley Extension, **158 Pleasant Valley Drive, Bayou Gauche.** Zoning District R-1A. Council District 4.

ALTERNATE DATE: 3/27
 PUBLISH 3/6, 3/13, 3/20

Sheriff's Sale

SHERIFF'S SALE
 SHERIFF'S OFFICE
 Suit No: (45) 90148-D

Date: Tuesday, February 11, 2025
 WELLS FARGO BANK, N.A.

vs
 CRAIG A. STEWART, A/KIA
 CRAIG S. STEWART
 GREG CHAMPAGNE, SHERIFF
 P.O. Box 426
 HAHNVILLE, LA 70057
 Parish of St. Charles
 29th Judicial District Court
 State of Louisiana

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

WEDNESDAY, MARCH 23, 2022, in the above entitled and numbered cause, I shall proceed to sell at public auction at the principal front door of the Courthouse of which the Civil District Court of the Parish of St. Charles is held on WEDNESDAY, APRIL 09, 2025, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit:

A CERTAIN LOT 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 Parish of St. Charles, State of Louisiana, in the subdivision known as Boutte Estates Subdivision as shown on a plan of survey by Hamilton Mayer & associates, Inc., Engineers, elated June 1, 1970, revised September 25, 1970, which said survey is annexed to an Act of Dedication of Public Street by Boutte Estates, Inc., dated January 29, 1973, recorded in COB 108, Ently No. 36-106, of the Conveyance Records of St. Charles Parish and is more fully described as follows, to-wit:

Lot A-21 measuring 53 feet front on Boutte Estates Street, the same width in the rear by a depth of 95 feet between equal and parallel line and otherwise bounded by the boundary lines of the subdivision.

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: **FIFTY-FIVE THOUSAND THREE HUNDRED AND NINETY-TWO AND FIFTY-TWO (\$55,392.52) 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. PUBLISH ON: March 6, 2025

April 3, 2025
 GREG CHAMPAGNE-SHERIFF
 & EX-OFFICIO TAX COLLECTOR
 ST. CHARLES PARISH
 ATTORNEY FOR PLAINTIFF:
 Penny M. Daigrepoint
 3500 N. Causeway Blvd, Suite 116
 Metairie, LA 70002
 504-732-3600
 SCSO-CIV-209-0402

Sheriff's Sale

SHERIFF'S SALE
SHERIFF'S OFFICE
Suit No: (45) 79100-D
Date: Wednesday, February 05,
2025
NATIONSTAR MORTGAGE LLC
vs
LUIS ALBERTO MARTINEZ, JR.,
(A/K/A LUIS
ALBERTO MARTINEZ), ET AL
GREG CHAMPAGNE, SHERIFF
P.O. Box 426
HAHNVILLE, LA 70057
Parish of St. Charles
29th Judicial District Court
State of Louisiana

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

TUESDAY, AUGUST 27, 2024, in the above entitled and numbered cause, I shall proceed to sell at public auction at the principal front door of the Courthouse of which the Civil District Court of the Parish of St. Charles is held on WEDNESDAY, APRIL 09, 2025, at 10:00 A.M., to the last and highest bidder for cash, the following described property; to wit:

One certain lot or portion of ground, together with all of the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining, situated in the Parish of St. Charles, State of Louisiana, in that part thereof known as Fashion Plantation Estates, Phase II, as shown on a survey by Lucien C. Gassen, PLS, dated September 21, 2002, entitled "Fashion Plantation Estates, Phase II, a resubdivision of a portion of Lots 11, 12 and 13 of Fashion Plantation in Sections 7, 8, 75 & 76, Township 13 South, Range 20 East, St. Charles Parish, Louisiana", which resubdivision was approved by the St. Charles Parish Council on October 21, 2002 by Ordinance No. 2002-0443, and recorded on October 23, 2002, in COB 609, folio 560, Entry No. 271858 of the official records of St. Charles Parish and according to the aforementioned survey, that property is more particularly described as follows:

Lot 245 measures 80.00 feet front on General Lee Drive, has a width in the rear of 80.01 feet, a depth along the sideline adjacent to Lot 246 of 128.90 feet and a depth along the sideline of Lot 244 and 127.69 feet.

Which has the address of 121 General Lee Drive, Hahnville, LA 70057

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

TWO HUNDRED AND FORTY-FOUR THOUSAND THREE HUNDRED AND FIFTY-FOUR AND FIFTY-EIGHT (\$244,354.58) 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. PUBLISH ON: March 6, 2025 April 3, 2025

GREG CHAMPAGNE-SHERIFF & EX-OFFICIO TAX COLLECTOR

ST. CHARLES PARISH ATTORNEY FOR PLAINTIFF: Amy R. Ortis 3510 N. Causeway Blvd., Suite 600 Metairie, LA 70002

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