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Circus features accessible, family friendly entertainment at Lafon Arts Center

Meghan McCune Reporter
meghanm@heraldguide.com

The Flying Brian is coming to Luling.

Stephanie Little Thunder Morphet, who is known onstage as The Flying Brian, is an Indigenous performer specializing in hair suspension. Morphet, who holds the Guinness World Record for most weight held while suspended from hair, will perform in the Omnum Circus Oct. 5 at 2 p.m. at the Lafon Performing Arts Center, alongside acrobats, jugglers, clowns and other performers.

Tickets are \$25.

Lisa Lewis, the founder and executive director of the Omnum Circus, said the circus prioritizes accessibility, with the use of American Sign Language, live audio description and other special accommodations. There is also a "chill zone" in the

CIRCUS on 4A



DHS prepares for key district showdown



TURN to 1B

Career lab opens at Satellite Center



TURN to 2B

New Majoria's owner embraces new challenge

Ryan Arena Editor
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Brandon Rivers got his start in the grocery store business at 16 years old, bagging groceries and gathering baskets in the parking lot of Winn-Dixie in Ponchatoula.

He worked his way onto the store's stock crew before taking on management training and leaping into the business full-time.

That was 31 years ago – and today he owns five different stores, including his most recent acquisition of Majoria's Supermarket in Boutte.

"This is all I've ever done," said Rivers, 47. "It's something I enjoy doing. I get up

RIVERS on 7A



Brandon Rivers

Blind veterans group donates braille American flag to library

Meghan McCune Reporter
meghanm@heraldguide.com

An American flag rendered in raised braille dots will soon sit at the St. Charles Parish library, allowing visually impaired visitors to experience the flag through touch.

The Louisiana/Mississippi regional group of the Blinded Veterans Association will present the tactile braille American flag at the East Regional Library in Destrehan on Wednesday Oct. 8 at 10 a.m.

The veterans' group has now donated flags to multiple libraries throughout the state, including at both the East Bank and West Bank regional

BRAILLE FLAG on 7A



A bronze braille flag and accompanying plaque that explains the significance of the flag sits at the State Library of Louisiana. The Louisiana/Mississippi regional group of the Blinded Veterans Association donated the flag to the state library, and the group will also donate a similar flag to the St. Charles Parish Library Oct. 8 at 10 a.m.

DEALS OF THE WEEK FOR OCTOBER 2 - 8, 2025

13572 River Rd • Destrehan

13413 Hwy. 90 • Boutte

217 Apple St • Norco

Tito's Handmade Vodka
1.75 ltr

\$32.99

Selected Coca Cola Products
12 pk
or
Gold Peak teas 6 pk

2/\$11

OPEN 7 DAYS A WEEK!



Hahnville High School student Preston Lemoine cuts the ribbon to officially open the Satellite Center's new career lab for students with special needs on Sept. 22.

Career lab for students with disabilities opens at Satellite Center

Meghan McCune Reporter
meghanm@heraldguide.com

At the Satellite Center's new career lab, students with special needs can practice essential career skills in office management, retail, manufacturing, production and computer technology. Students can clock in and out, follow job procedures and practice soft skills like teamwork and problem-solving.

Mendy Van Hoven, director of special

education at St. Charles Parish Public Schools, said the lab's experiential approach allows students to build confidence and independence while preparing for employment after graduation.

"Through these experiences, [students] can identify their personal

CAREER LAB on 8A

Gov. Jeff Landry, other state, local officials to host town hall at Lafon Center

Meghan McCune Reporter
meghanm@heraldguide.com

Gov. Jeff Landry, Lt. Gov. Billy Nungesser, Secretary of State Nancy Landry, State Treasurer John Fleming and other state and local officials will hold a town hall at the Lafon Performing Arts Center in Luling on Tuesday, Oct. 7 from 5 p.m. to 7 p.m.

Seating begins at 4:30 p.m. Lobby doors open at 4 p.m.

State Rep. Beth Billings organized the event, which is free and open to the public. Officials will give opening remarks, discuss the 2025 legislative session and hold a Q&A.

Billings said the town hall is the parish's first legislative wrap up in recent memory. She said she expects about 200 attendees, and that her main goal is to provide information to constituents.

"I think the more education our people have in the parish, the better off we are," Billings said. "We want to let them know what we're doing and answer any questions that they may have."

Billings said that legislative road shows in the past have sometimes left St. Charles Parish out of the equation.

"It's something that I think is important to the parish," Billings said.



State Rep. Beth Billings will host a town hall at the Lafon Performing Arts center Tuesday, Oct. 7. Gov. Jeff Landry and other state officials will discuss the 2025 legislative session and will hold a Q&A. The event is free and open to the public.

"They've had meetings on the North Shore and in New Orleans. I wanted to have something here."

Attendees will likely have questions about insurance and taxes, Billings said.

TOWN HALL on 8A



Detric Clarke, MD
Cardiac Electrophysiologist

Another Reason to Choose THIBODAUX REGIONAL for Your Healthcare Needs

Thibodaux Regional Health System welcomes Dr. Detric Clarke, Cardiac Electrophysiologist, to the active medical staff. A native of Vacherie, Dr. Clarke attended Nicholls State University and earned his degree in Biology from Xavier University in New Orleans. He received his medical degree from Louisiana State University School of Medicine in New Orleans and completed his residency in Internal Medicine at Louisiana State University in Baton Rouge. Additionally, Dr. Clarke completed fellowships in Cardiology and Clinical Cardiac Electrophysiology at Louisiana State University School of Medicine in New Orleans.

Dr. Clarke is board certified by the American Board of Internal Medicine (ABIM) in - Internal Medicine, General Cardiology, and Clinical Cardiac Electrophysiology. As a cardiologist specializing in electrophysiology, Dr. Clarke is highly skilled in diagnosing and treating conditions related to the heart's electrical system that controls heart rhythm, such as atrial fibrillation.

Dr. Clarke chose to work at Thibodaux Regional because he has had the fortune to meet people from all walks of life, but he most cherishes the opportunity to provide compassionate, high-quality care to the community that has given him so much.

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CIRCUS from 1A

lobby for guests who need a temporary break from the show.

“It is absolutely vital that disability becomes normalized,” Lewis said. “People have been disabled since the beginning of time. I mean, this is just a fact of life.”

Lewis, a 35-year veteran of circus performance, founded the Omnium Circus five years ago.

About 25 percent of all performers in the Omnium Circus have a disability and 50 percent of the circus staff has a disability.

Lewis said she recognized the power of inclusion when she was performing in a circus, and another performer began using sign language to communicate with a group of deaf teenagers in the audience.

“There’s so much power and so much beauty, and so much that we can accomplish when we all come together,” she said.

About 44.8 million people, or 13.5 percent of the population in the U.S. have a disability, according to a 2024 report from the U.S. Bureau of Labor Statistics.

The Omnium Circus has performed in 17 states and has served 140,000 people. The company was recently shortlisted for the United Nations’ Zero Project Award, which recognizes innovation in accessibility and inclusion in the arts.

The Omnium Circus’ “I’m Possible”



Lisa Lewis, the director of the circus

perceive the world differently. You function in the world differently. But we’re all at our core human, and we can human together.”

Sunday’s performance will feature two ring masters – one who is hearing and one who is deaf. The show will also feature the world’s fastest female juggler, a nonverbal acrobat, a hand-balancer, and the seven-time NCAA All-American gymnast Rik Daniels. Daniels competed in the NCAA against able-bodied gymnasts and performs wheelchair flips in the show.

The show also includes two clowns.

“They are absolutely hysterical, not like big nose red noses, not like that,” Lewis said. “They are comedy entertainers who’ve been doing this a long time and really, really know their stuff.”

Lewis said all forms of expression are welcome at the show, which maintains a sensory-friendly environment.

“Most people have either themselves, a cousin, a friend, a relative someone who never gets to go out because there’s never access for them,” she said. “So, let’s share the fun. Bring them with you. Let’s make this a great fun event for everybody, and you’ll meet people from your



show is for everybody, Lewis said.

“That’s the whole point - that people with and without disabilities, you sit next to each other because you’re both ‘humaning,’” Lewis said. “You get information differently. You

own community you never even knew were there. You’ll make new friends.”

This will be the first time Omnium Circus has performed in Luling. On Monday, Oct. 6, the Lafon Arts Center will also host the circus for two free performances during the school day for St. Charles Parish students with disabilities.

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Shell Celebrates

NORCO 100th

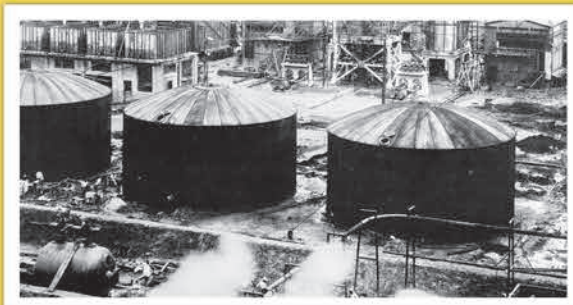
Year Anniversary

The town of Norco and Shell share a community. In good and challenging times, we come together, as neighbors do - to celebrate and rebuild. Shell congratulates the town of Norco on its 100th anniversary. We embrace the past and are excited about what the future holds. Norco is the Rhythm of Louisiana!

The Rhythm of Louisiana

Norco Timeline • 1925-2025

1925 - The town of Norco adopts its name as an acronym for the New Orleans Refining Company, one of the largest refineries in America.



1929 - Shell Oil Company purchases the New Orleans Refining Company.

1936 - Bonnet Carré Spillway Project is completed. It was built in response to the Great Mississippi Flood of 1927 that inundated much of the Mississippi River basin.



1937 - President Franklin Roosevelt visits the Bonnet Carré Spillway and drives through the streets of Norco.

1944 - Commercial quantities of cumene, an ingredient that contributed to production of aviation gasoline during WWII, is refined at Shell Norco. Diesel fuel for Navy landing ships, gasoline for the ground troops, and many other essential products ship from the site.

1951 - Bethune High School opens in Norco.

1962 - Norco Volunteer Fire Department is founded. Volunteers have a red phone in their houses, the "Fire Phone." You could not dial out - but it rings when someone reported a fire in Norco.



1967 - The Norco Shell facility starts up its first chemical production unit.

1976 - President Gerald Ford visits St. Charles Parish during the country's bicentennial celebration year.

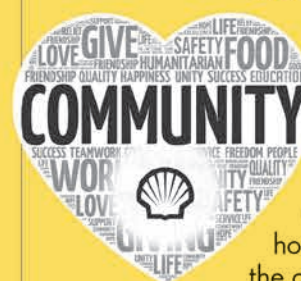


1988 - A corrosion of a vapor line within the Shell Catalytic Cracking Unit causes an explosion on site. Seven Shell employees die in the explosion, 47 are injured and the town of Norco is damaged.

2001 - The Norco Christmas Parade is re-established with assistance from the Norco Community Fund.



2012 - Access to healthcare becomes easier for the Norco community with the opening of St. Charles Parish Community Health Center on six lots donated by Shell. The \$5.3 million facility answered a long-time need for comprehensive healthcare on the Eastbank. Today, the spacious facility offers preventative and diagnostic services and houses the Access Health Louisiana (AHL) call center.



2020 - The Norco community, like others around the globe, confront the COVID-19 pandemic. As neighbors and workers adhere to national health guidelines, Shell steps in by providing essential supplies, distributing hot meals, and acknowledging the contributions of emergency responders and healthcare providers.

2021 - Hurricane Ida makes its initial powerful Category 4 landfall causing catastrophic damage to the town of Norco. Rebuilding and repair continue for years to come.



2025 - Norco celebrates 100 years as a resilient and thriving community.

Congratulations on 100 Years!

Sheriff's Reports

Suspects are innocent until proved guilty in a court of law

Arrests

• **Sasha Pierre, 35**, was arrested Sept. 26 in Hahnville and charged with identity theft and a fugitive arrest.

• **Isreal Guy, 35**, was arrested Sept. 26 in St. Rose and charged with home invasion – destruction/damage/vandalism of property, domestic abuse battery, speeding and operating a vehicle with a suspended license/no license issued.

• **Crystal Andersen, 40**, was arrested Sept. 24 in St. Rose and charged with terrorizing and criminal trespass.

• **Brontell Jones, 30**, was arrested Sept. 28 in Ama and charged with prohibited acts – Schedule V, possession of marijuana, taking contraband to/from penal institutions-prohibited, operating a vehicle with a suspended license and headlamps for motor vehicles and motorcycles.

• **Javin Downing, 35**, was arrested Sept. 28 in Ama and charged with possession of marijuana, possession or distribution of marijuana, speeding and an attachment arrest.



Obituaries

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

Harrell

Jenelle Guidry Harrell, 86, a native of Des Allemands, LA and a resident of Bayou Gauche, LA, passed away on Wednesday, September 24, 2025.

Visitation will be from 5:00 pm until 8:00 pm on Sunday, September 28, 2025 at Falgout Funeral Home, Raceland, LA and from 9:30 am until 11:00 am on Monday, September 29, 2025 at St. Michael the Archangel Catholic Church, Paradis, LA. A Mass of Christian Burial will be celebrated at 11:00 am with burial to follow in Sunset Cemetery, Bayou Gauche, LA.

She is survived by her sons, Charles Todd Harrell (Lisa), Kevin Mark Harrell (Bambi), Brett Michael Harrell (Cindy), Bryan Scott Harrell (Nancy), Gregory Allen Harrell (Kris) and Jeff Martin Harrell (Christie); brother, Dwight Frickey; sisters, Paula Bernard, Elaine Bartell, Marcella Bartell and Brenda Ardoin; 19 grandchildren; 34 great grandchildren and 1 great-great grandchild.

She was preceded in death by her husband, Shelby Harrell and parents, Herbert Guidry and Maxcie Chauvin and brother, Vance Frickey.

Falgout Funeral Home is in charge of arrangements.



Real Estate Transactions

• **306 Allie Lane in Luling** sold for \$248,000 by Mycah Schexnayder to Brandon Jones.

• **571 Oak Street in Norco** sold for \$202,800 by Matthew and Kristie Nevling to Joie De Travail LLC.

• **132 Nottaway Drive in Destrehan** sold for \$218,000 by Ryan Bailey to Woodprop LLC.

• **441 Monsanto Avenue in Luling** sold for \$240,000 by Devin Vassmer to Adrienne Roberts

• **110 Lac Felicity Drive in Luling** sold for \$519,000 by Terry and Diana Thrash to Craig and Kristi Jones.

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RIVERS from 1A

every morning and go to work knowing I love what I do. It's not 'I've gotta work,' I just absolutely love what I do every day."

Rivers worked for Winn-Dixie for 14 years, then the independent grocery Shopper Value Foods for nine years. A little more than six years ago, Rivers acquired his first grocery store. Norco Fresh Market and River Road Market in Destrehan marked his first ventures into St. Charles Parish. Schexnayder's Supermarket in Vacherie and Rivers Market in Metairie are also among his markets. Ultimately, he would like to get to 10 in total.

After learning the Majoria family might be interested in selling their business, the Hammond native was quite interested – his experience with River Road Market and Norco Fresh Market in St. Charles Parish was extremely positive and he loved the Luling/Boutte area already from his time working with the Luling Winn-Dixie, which was among stores that he supervised.

Rivers said he and the Majoria's had discussions for about a year before the

sale became official.

"It finally kind of worked out to be the right thing," Rivers said. "And look, (Majoria's) is a place that's been 61 years in the works. I'm not crazy enough to think as a person who's been in the business for six or seven years that I can go in and change the world. I just have to kind of follow what they've done and incorporate some new additions and innovations ... and just do the right thing for the customers."

Among those tweaks has been a shift in store hours – Majoria's is now open from 6 a.m. to 9 p.m. each day, extended hours from before, and is now open on Sunday.

"I believe it starts with great customer service. And the prices – we're not going to be the cheapest on everything but I think we're going to highlight some things that draw customers to us, the freshness ... I think you can go buy a can of green beans anywhere and there's no way as an independent grocer that I can say I'm gonna be cheaper than Wal-Mart. But I think you have to differentiate

yourself as an independent business by letting the people know they're the reason that you're here," said Rivers.

"We're going to be supporting the community, being very involved and letting the people know we're there for them."

Rivers said he knows the legacy that the Majoria family name and store carries in the community and understands what it will take to live up to that.

"They've put their heart and soul into this for 61 years, their family name and legacy on that building, so it's a challenge and one I look forward to," Rivers said. "Right now we're focused on continuing what they did so well for a long time."

But there are additions planned down the line, including a hot food line/hot deli for fresh homemade meals similar to what Rivers features at River Road Market and Deli – one of the store's very popular offerings.

"I think the deli will be a big thing for us," Rivers said. "One thing that really differentiates us from our competition,

we have the most experienced, best trained meat department people you can get. We've got hundreds of years experience in the meat department – we make ground meat fresh, we cut meat fresh daily and our managers have years of experience in the trade. It makes a difference."

All of it will be part of what Rivers hopes will be his own lasting legacy in the business: starting January 1, all five of his stores will be named under the united banner of Rivers Market,

"At the end of the day, I'm putting my last name on the front of these buildings – every day, I'm in each of these stores in St. Charles Parish," said Rivers. "I want the customers to know I'm here, you can talk to me – I'm approachable. We want to build our brand by offering competitive prices and doing the right thing by our customers."

BRAILLE FLAG from 1A

libraries in Jefferson Parish and the State Library of Louisiana in Baton Rouge. The group has campaigned to promote accessibility, inclusion, and patriotism among blind and visually impaired individuals, especially veterans, and it has set a goal to provide braille American flags to facilities throughout the state.

The BVA is a congressionally chartered organization that represents blinded U.S. veterans, many who lost their vision during their service.

Lauren Campo Pitz, assistant director of the St. Charles Parish library, said the entire community is invited to the flag presentation.

"This presentation and having the braille American flag on display for everyone to experience will serve as a way

to honor our service members while reminding us that the public library is for everyone," Pitz said.

The flag will hang permanently at the East Regional Library in Destrehan at a height where children and anyone in a wheelchair can reach it.

The donated display features a braille version of the Pledge of Allegiance as well as the braille flag. The stars and stripes on the flag are raised, with embossed markings on the stripes designating the colors.

"The BVA wants to ensure that everyone can understand what the American flag is, and with this braille flag, people with sight impairments are able to feel the flag and experience it in a way they might not have been able to before," Pitz

said. "This tactile representation of the flag provides people with visual impairments with the opportunity to connect with this symbol of our nation through touch while also helping sighted individuals begin to understand the braille system."

Attendees of the presentation will have a chance to see and touch the flag. Members of the veterans' group will speak about the significance of the flag and the history and mission of the BVA.

Pitz said the library serves people with various levels of visual impairment.

"We offer large print books, which are versions of books that use a larger font size than usual and have bigger spacing between lines to make it easier to read," she said. "The size of text in eBooks can

usually be enlarged, and we also offer downloadable audiobooks and audiobooks on CD."

Through the Talking Books and Braille Library, the State Library of Louisiana offers services to Louisiana residents of all ages who are visually impaired, legally blind, have reading disabilities, or are unable to handle traditional books. The TBBL is an affiliate of the Library of Congress' National Library Service for the Blind and Print Disabled.

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CAREER LAB from 2A

strengths and areas for growth in different job settings, ultimately increasing their independence and self-confidence,” Van Hoven said. “These skills prepare students for greater success in both competitive and supported employment opportunities.”

The creation of the lab, which was set up in an existing classroom at the Satellite Center, cost about \$45,000. The process involved preparing the space and organizing the material and workstations, which took several weeks.

Students will use the Practice Assessment Exploration System Lab daily, with each session accommodating small groups of six to 12 students.

Career support for students with special needs typically includes job coaching, help with resume building, and guidance on interview skills.

“Students also benefit from connections with local employers through internships, work-study programs, and community partnerships,” Van Hoven said. “We are actively building these partnerships to ensure a seamless transition to the next step in the employment process for our students with unique needs.”



A student practices career skills at the Satellite Center's new career lab for students with special needs. Students will use the lab daily, with each session accommodating six to 12 students.

The creation of the lab was inspired by the need to provide special needs students with real-world career preparation, equipping them with skills that promote independence and employability.

“We recognized that hands-on, simulated work experiences are far more effective than classroom instruction alone in preparing students for life after

graduation,” Van Hoven said.

She said the long-term goal is to connect the skills students practice in the lab with workplace experiences in the community.

“While the PAES Lab itself is a classroom-based program, we see it as the first step in preparing students for real-world opportunities,” she said. “We

are eager to partner with local employers and community members to help reinforce and extend what students are learning. At this time, the district is in the early stages of exploring those partnerships.”

She said residents should know that the PAES Lab is an investment in the future of students with special needs.

“The lab strengthens community connections, as local businesses play an active role in supporting students’ success and fostering inclusive workplaces where individuals with disabilities are valued and empowered,” she said.

The Sept. 22 ribbon-cutting ceremony featured Hahnville High School student Preston Lemoine, who cut the ribbon to officially open the lab. Hahnville High School students with special needs served breakfast to guests at the ceremony, Destrehan High School students with special needs designed balloon arrangements, and students representing both schools greeted guests.

TOWN HALL from 2A

“I’m interested in letting people know what we’ve done,” she said. “There’s been quite a bit of legislation that was done for insurance and property taxes. Between auto and property insurance, over 50 bills.”

Although Louisiana Commissioner of Insurance Tim Temple is unable to attend the town hall, the chief deputy commissioner of insurance will be at the event to answer questions.

Parish President Matthew Jewell, St. Charles Parish Public Schools Superintendent Ken Oertling, and St.

Charles Parish Sheriff Greg Champagne will also participate. Members of the school board and parish council will attend the event as well.

The Lafon Center enforces a clear bag policy for all patrons. Small bags (clutch size) no longer than 4 by 6.5 inches are allowed as well as clear bags 12 by 12 inches and under. There are exceptions for some necessary diaper or medical bags. All bags brought to the venue are subject to search.

2025 LEGISLATIVE SESSION WRAP-UP TOWN HALL

HOSTED BY:
State Rep. Beth Billings

Oct. 7th, 2025
5 – 7 PM

Lafon Performing Arts Center
275 Judge Edward Dufresne Pkwy
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Wildcats host district showdown with undefeated Terrebonne



Braylon Montero of Destrehan rushes the passer on Friday night at East St. John.

THS playmakers Adams, Celestin will garner Destrehan's attention

Ryan Arena Editor
ryana@heraldguide.com

One of the more intriguing games in the state goes down at Destrehan on Friday night as the Wildcats host undefeated Terrebonne for a game with – even at this relatively early point in the season – carries major district ramifications.

For Terrebonne, a victory over Destrehan – just one week after the Tigers bested Hahnville – would set THS in the pole position toward earning the District 9-5A championship. For Destrehan, which won its own district opener last week over East St. John, it's equally large as the Wildcats seek that crown once again.

Another tidbit as it relates to St. Charles Parish football and Terrebonne: the Tigers have a win over either Destrehan or Hahnville in each of the past three seasons, but have not captured wins over both in any; and since the three teams were introduced into the same district for the 2013-14 season. Terrebonne has never toppled both St. Charles schools in a year over those 12 seasons.

Most of Terrebonne's team is back this season after it went 8-3 a season ago and the team figures to be among top contenders for the District 9-5A championship once again. Terrebonne is looking to build on a successful season, but one that ended in round one after THS was upset by Chalmette in round one. The Tigers earned a win over Destrehan last season, 30-21 – that was the last regular season loss in 2024 for the Wildcats before they launched into a win streak that took them into the state semifinals.

Terrebonne (4-0, 1-0) defeated Hahnville last week, 52-38. It's also posted a 24-13 win over Riverside a 28-8 win over St. James and a 42-3 win over Ellender. The Tigers are seeking its fourth win over a River Parishes



Bruce Walker (42) and Jackson Fields celebrate their touchdown connection.

school in five weeks – which would mark another rare feat.

"It's an excellent job Coach Tyler Lewis and his staff have done there. You can see the success they've had

and are having and it's not a fluke, so we certainly have our hands full," said Destrehan head coach Marcus Scott.

A very big, talented Terrebonne offensive line bulldozes rushing lanes open for its running backs, including Quincy Adams – he's the central engine of this offense. Adams nearly rushed for 300 yards on Friday night against Hahnville and has posted big numbers all season. Friday night brings a running back matchup, then, that will likely capture some statewide attention, as the Wildcats' Malachi Dabney and the DHS offensive line have made their own mark statistically.

"You notice his size right off the bat, then how he runs through contact," said Scott of Adams. "His yards after contact has to be near the top of the state. He'll run through tackles and then once he's in the open field, he can run – he can take it all the way to the end zone."

Alvin Celestin, meanwhile, made a big impact in last year's game against Destrehan (2-2, 1-0) and is one of the team's most dangerous playmakers once again. He's played at both running back and wide receiver this season and Terrebonne moves him around to exploit matchups.

"He's the smaller of the two, but he's the faster of the two," said Scott. "He's a hard runner who doesn't go down easily on first contact. He was fabulous against us last year ... that's quite a duo."

The offensive line, Scott said, presents a wealth of problems for anyone.

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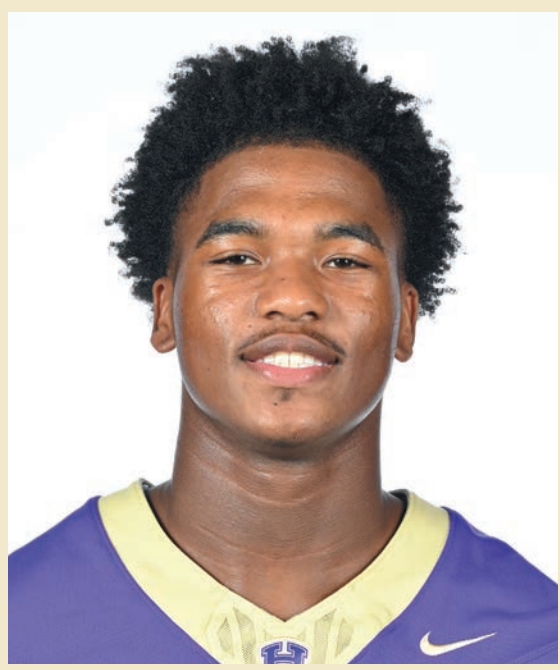
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OFFENSE

Fabian Celestine
Running back

Celestine topped 100 yards rushing again for Hahnville and also once again starred in the touchdown scoring department – he rushed for two scores and added an 80-yard touchdown on a reception to help his team tally 38 points Friday at Terrebonne.



DEFENSE

Myles Borey
Kicker/punter

Borey was a big factor in field position Friday night at Terrebonne – he boomed four kickoffs into the end-zone for touchbacks and a 62-yard punt that flipped the field, continuing a strong year for the senior kicker and punter.



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Destrehan WILDCATS

PLAYERS OF THE WEEK






OFFENSE

Jackson Fields
Quarterback

Fields was 15-for-17 Friday night at East St. John, tallying 175 yards and four touchdowns in an efficient and dominant performance. The Wildcats earned a 50-6 victory on the road for their first district victory of the season.



DEFENSE

Aiden Schwab
Defensive line

Schwab recorded two quarterback sacks and two quarterback hurries Friday to help lead a Destrehan pass rush that recorded eight sacks as a team in its 50-6 win over East St. John. Schwab also recorded six tackles and two of those for loss on the night.



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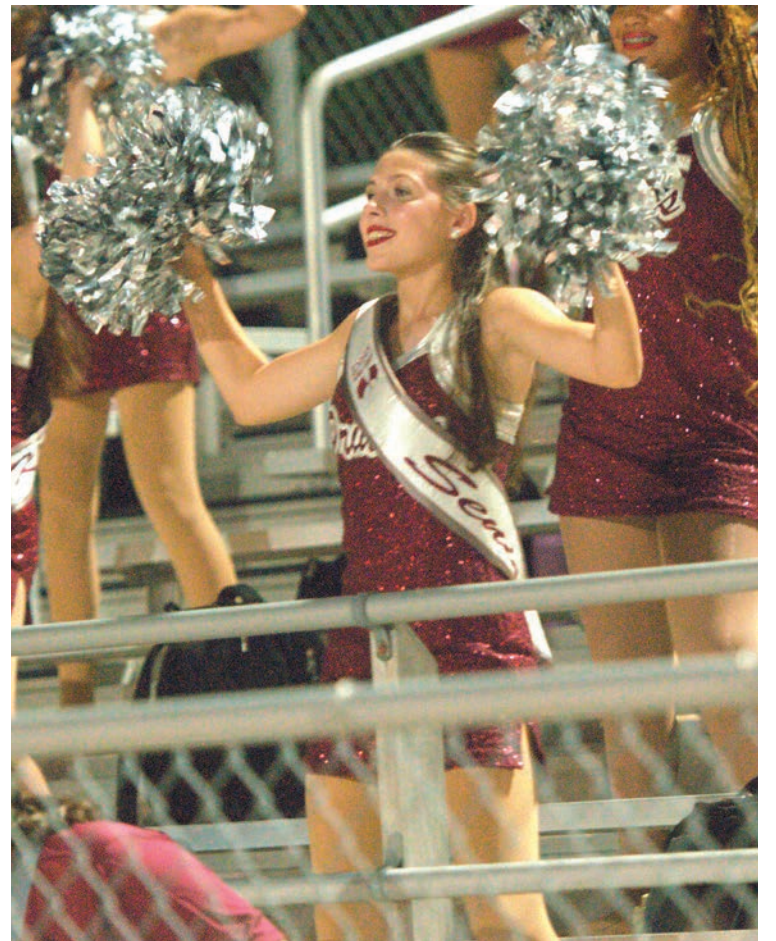
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(Photos courtesy Elaine Fitzgerald/St. Charles Parish Public Schools)

Fabian Celestine of Hahnville

Hahnville regroup after first loss, set for rematch with playoff foe on road

Bourgeois has put up points thus far in 2025

Ryan Arena Editor
ryana@heraldguide.com

Hahnville took to the practice field this week looking to brush itself off after a heavyweight fight of a District 9-5A opener on Friday that resulted in its first loss of the season.

The Tigers fell at Terrebonne, 52-38, on a night THS made a few more plays – most notably, running back Quincy Adams on a dominant rushing night for both he and his team's offensive line.

Hahnville head coach Greg Boyne said his team entered the week ready to work to get back on the board with a win – and that the opponent this week certainly has the Tigers' attention as Hahnville travels to face another district foe, H.L. Bourgeois.

H.L. Bourgeois is 3-1 thus far this season, continuing the positive progress head coach Sterling Washington has made with the Braves since taking the helm of the program. Bourgeois went 5-5 a season ago, and Hahnville (3-1, 0-1) is quite familiar with this team: the two schools faced off twice last season, the first time a 42-0 loss at Tiger Stadium.

The two teams met in Boutte again in the opening round of the playoffs and the Braves made an impression that night – pushing the Tigers in a game Hahnville ultimately captured to advance but that



Lionel Irons of Hahnville

came in far more difficult fashion, 49-39.

“Obviously, they got our attention,” said Boyne of that game. “That may be one reason our preparation's been good so far these past few days ... we stalled out, made some mistakes and let them kind of hang around in that game, and once a team that's got talent starts thinking they can win, the sky's the limit.”

Boyne said that makes it all the more important to get off to a fast start this week.

Bourgeois enters the game hot, winners of three in a row after dropping a 45-40 opener to Ascension Catholic. Since then, the Braves have defeated Assumption 29-26, Central Catholic 34-14 and Patterson, 47-40.

“Coach (Sterling) Washington has, as far back as I can remember, he has his team competing every week,” said Boyne. “They're 3-1 and right in the playoff mix again, and you can tell the kids believe in what he's doing.”

It's a team that can put up points – the offense is doing what it's been tasked to do since the offseason, as the majority of the Braves' starting defensive unit from 2024 were lost to graduation. It starts

TIGERS on 7B

WILDCATS from 1B

“They’re outstanding in finishing blocks. When those guys get attached to you, you’re not going very far. They also don’t miss a whole lot of blocks, either,” Scott said. “They’re really good in placement and body position and they drive you.”

“They’re really fun to watch – except when you have to play them.”

Quarterback Owen Oliver threw three touchdown passes last week against Hahnville and is a three-year starter.

Defensively, 6’0, 317-pound tackle Julian Coleman anchors the middle for the defense along with fellow DT Chris Stewart, a Southern commit who also tops 300 pounds. Together, they make rushing up the middle dicey for any offensive attack. Coleman has started for Terrebonne since his freshman year – he’s now a senior. Linebacker Mason Coleman and safety Terrance Diggs are also key playmakers to watch.

“Those big tackles in the middle take up a lot of space,” said Scott. “So those linebackers are able to run free a lot of times. Their linebackers and defensive ends are extremely fast. They pursue the ball.”

Scott compared the Terrebonne defense favorably to that of the Westgate team Destrehan faced in the 2022 state semifinals, a defense that was led by safety and eventual Texas Longhorn Derek Williams Jr.

“That’s who they remind me of in terms of how fast they pursue the ball,” said Scott.

WHAT A RUSH – Destrehan’s pass rush was extraordinary in its 50-6 victory over East St. John last week in Reserve. The Wildcats accounted for eight sacks and three QB hurries on the night, led by 2.5 sacks from Cameron Florent and two sacks by Aiden Schwab. Kyce White, Christian Ordoyne and Blain Picou each collected sacks as well.

Schwab got numerous quick pressures in the first half of Destrehan’s win in addition to his sack total, and he recovered a fumble as well as making two tackles for loss.

“Aiden is certainly coming into his own this season,” said Scott. “He’s worked really hard to become a starter and I’m glad to see that hard work paying off.”

HOME COMING – Scott said on Tuesday that the Wildcats were handling Homecoming Week well.

“I think the kids have done a good job so far with all of the activities going on ... you always worry about distractions and having a lot more people around than normal. People want to pull you in one direction or another – it’s just a lot of excitement, and it’s certainly something you don’t take for granted. It’s special to be in a place where it’s so important. But I think our guys have handled it,” Scott said.

TIGERS from 6B

with running back Kadar Mitchell, who can create an explosive play on a moment’s notice. Mitchell scored on a 92-yard run in the season opener and hasn’t looked back since.

“He’s another strong, fast running back that we’re gonna see again this week,” said Boyne. “He does a really good job of running in that zone scheme. They run some gap and some counter, too. He hits the hole, he’s fast, he’s big and he’s strong. He’s got good hands out the backfield – he’s a very talented player and he’ll be a handful for us.”

Logan Renfro is the leader in the huddle at quarterback, a very productive player that can hurt a defense multiple ways. He had a big game in the team’s win over Central Catholic, throwing three touchdown passes and running in another score.

“We saw him last year in JV, and he’s kind of picked up where they left off,” said Boyne. “He’s got a couple of big receivers to throw to. Terrebonne’s offensive line is probably the best we’ll see, but besides that Bourgeois is very similar to Terrebonne athletically. (Bourgeois) maybe likes to throw a little bit more.”

Defensively, Bourgeois brings a tall

and athletic secondary and plays a lot of zone, looking to make the opposition march downfield without making a mistake.

The Hahnville offense has been rolling this season, but Bourgeois is comfortable in a shootout. In last week’s game against Patterson, Lumberjacks quarterback Hayven Keller accounted for five touchdowns – that still wasn’t enough to win, in large part due to Mitchell’s five touchdown, 200-plus yard night.

TAKING OFF – Hahnville is averaging 39.2 points per game thus far this season, with quarterback Landen Teague posting 612 yards with nine touchdowns and no interceptions through the air and Fabian Celestine notching 344 yards and eight touchdowns on the ground.

Those big scoring nights are possible in large part due to the Tigers’ big play ability. Boyne said that credit to that end should find its way to a group of very willing blockers downfield.

“I’ve always told our receivers if they want to touch the ball, they’ve got to block,” said Boyne. “It’s not the most fun, glamorous part of playing receiver, but they’ve bought in.”

Teague has been spreading the ball

out to several different pass catchers. Bennett Naquin’s been having a breakout season. Kevias Singleton hauled in a scoring pass on Friday night and is showing himself to be a weekly downfield threat. Slot receiver Lance Marshall, another reliable weapon, was sidelined Friday night and Boyne noted Kaden Bran and Aaron Williams both played strong games to hold the slot position down.

Even as a sophomore in his first season as starter in 2024, Teague established that he values the football – he finished the regular season with no interceptions. At the same time, he’s on pace to easily eclipse his yardage and touchdown marks from a year ago.

“He just sees the game so much better,” said Boyne. “He’s at the point where he’ll point out something to me that I might have missed in practice, maybe ‘Do we need this receiver maybe a little bit wider to run this route?’ He just understands so much of what we want to do. He understands the protections, and he’s learned how to move in the pocket ... it’s fun to watch. He’s got 15, 16 starts ... that’s still not a ton of experience. He’s still learning the position and that’s very exciting.”



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Destrehan High School Homecoming Court



Lesley Armand

- Cheer-4 yrs.
- Lieutenant-1 yr.
- State Competition Winner-3 yrs.
- 3rd Place at NCA Nationals-1 yr.
- Fellowship of Christian Athletes-4 yrs.
- BETA-3 yrs.
- Secretary-1 yr.
- National Honor Society-2 yrs.
- National English Honor Society-2 yrs.
- National Spanish Honor Society-2 yrs.
- WISE Ecology Club-2 yrs.
- Principal's List-2 yrs.
- Student of the Year Candidate



Brayden Bird

- Band-4 yrs.
- Marching Band-4 yrs.
- Indoor Percussion-4yrs.
- Symphonic Band-4 yrs.
- Talented Music-3 yrs.
- Front Ensemble Captain-3 yrs.
- SCP Honor Band-2 yrs.
- District VII Honor Band-1 yr.
- Southeastern All-State Honor Band-1 yr.
- Band President-1 yr.
- LMCGPC Bronze Medal Soloist-1 yr.
- Media Manager-1 yr.
- Choir-2 yrs.
- Men's Choir-1 yr.
- Concert Choir-1 yr.
- Theater Spring Musical-1 yr.
- National English Honor Society-1 yr.
- Fellowship of Christian Athletes-1 yr.



Carly Aucoin

- BETA-3 yrs.
- Cheer-2 yrs.
- Nominated All-American-2 yrs.
- WISE-1 yr.
- Honor Roll-1 yr.
- Student of the Year Candidate



Aidan Boulder

- Swim Team-4 yrs.
- State
- Metro
- Fellowship of Christian Athletes-4 yrs.
- Principal's List-4 yrs.
- BETA-3 yrs.
- National English Honor Society-2 yrs.
- National Honor Society-2 yrs.
- National Spanish Honor Society-1 yr.
- Student of the Year Candidate

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Emma Grace enjoying her first festival.



Mary Champagne, Leroy Matherne and Leslie Matherne celebrate Leslie's birthday.



Happy birthday, Danie!!



Breelynn at the Alligator Festival.



Baby Dani Mae is showered with love.



Tammy, Billie Jo and Terrence enjoy Sunday Funday.

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Rosie being cool.



Nanny Bree and Colten James.



Maverick, Cruz and Annalise Ward.



Harper Falcon and Lilly Bourgeois at the Alligator Fest.



Emma Grace playing cowgirl princess.



Marley at Alligator Fest.

Destrehan High School Homecoming Court



Keenan Brown

- Basketball-4 yrs.
- All District Honorable Mention-1 yr.
- Principal's List-2 yrs.
- Honor Roll-2 yrs.
- BETA-1 yr.
- Fellowship of Christian Athletes-1 yr.
- Student of the Year Candidate



Jackson Fields

- Football-4 yrs.
- 1st Team All District-2 yrs.
- District Offensive MVP-1 yr.
- All State-1 yr.
- Honor Roll-4 yrs.
- Fellowship of Christian Athletes-2 yrs.
- WISE Ecology Club-1 yr.
- Student of the Year Candidate



Hannah Burst

- Desty Darlings-4 yrs.
- Officer-1 yr.
- UDA All-American-1yr.
- Student Council-4 yrs.
- Principal's Student Advisory-4 yrs.
- Principal's List-4 yrs.
- BETA-3 yrs.
- Mu Alpha Theta-3 yrs.
- Talented Art-2 yrs.
- Superintendent's Advisory Board-2 yrs.
- National Honor Society-2 yrs.
- National English Honor Society-2 yrs.
- Sociedad Honoraria Hispanica-2 yrs.
- DHS Ambassador-2 yrs.
- Student of the Year Candidate



Jackson Fletcher

- Swim Team-4 yrs.
- Metro State Team-1 yr.
- Tennis-4 yrs.
- State Participant in Doubles-1 yr.
- Regionals-4 yrs.
- Marching Band-4 yrs.
- Indoor Percussion-4 yrs.
- Concert Band-4 yrs.
- Sweepstakes Winner-2 yrs.
- Honor Roll-4 yrs.
- National Honor Society-2 yrs.
- National English Honor Society-2 yrs.
- Fellowship of Christian Athletes-1 yr.
- Student of the Year Candidate



Madison Carr

- WISE Ecology Club-4 yrs.
- Principal's List-4 yrs.
- Mu Alpha Theta- 4 yrs.
- Interact-4 yrs.
- BETA-3 yrs.
- Wildcat Mentor-3 yrs.
- National Honor Society-2 yrs.
- National English Honor Society-2 yrs.
- HOSA (Future Health Professionals)-2 yrs.
- President- 2yrs.
- Student Council-2 yrs.
- EBoard VP-1 yr.
- Track Manager-1 yr.
- Yearbook-1 yr.
- AP Scholar-1 yr.
- DHS Ambassador- 1 yr.
- Big Future Ambassador-1 yr.
- Mental Health Club-1 yr.
- Student of the Year Candidate



Sarah Freeman

- Tennis-4 yrs.
- 2nd Team All District-1 yr.
- Regionals Qualifier-1 yr.
- Honor Roll-4 yrs.
- BETA-2 yrs.
- Powerlifting-2 yrs.
- State Qualifier-1 yr.
- 3rd Place Regionals-1 yr.
- Interact-2 yrs.
- WISE Ecology Club-2 yrs.
- DHS Ambassadors-2 yrs.
- DHS Peer Mentoring-2 yrs.
- STEP Team-2 yrs.
- National Spanish Honor Society-2 yrs.
- National English Honor Society-2 yrs.
- Creator of Mental Health Club-1 yr.
- Marching Band-1 yr.
- Student of the Year Candidate



Ismail Chaudry

- Interact-2 yrs.
- Asian Culture Club-2 yrs.
- Vice President-2 yrs.
- BETA-2 yrs.
- Mu Alpha Theta-2 yrs.
- Basketball-2 yrs.
- Principal's List-1 yr.
- Careers Club-1 yr.
- Vice President-1 yr.
- ACT 30+ Club
- Student of the Year Candidate



Iyana Johnson

- Cheer-4 yrs.
- Captain-1yr.
- Honor Roll-4 yrs.
- Interact-4 yrs.
- BETA-3 yrs.
- Philanthropy Co-Chair-1 yr.
- Wildcat Mentor-3 yrs.
- DHS Ambassadors-2 yrs.
- National Honor Society-2 yrs.
- National English Honor Society-2 yrs.
- National Spanish Honor Society-2 yrs.
- Mental Health Club-1 yr.
- HOSA (Future Health Professionals)-2 yrs.
- POSSE Applicant
- Student of the Year Candidate



Eryn Colbert

- Cheer-4 yrs.
- Student Council-4 yrs.
- Junior Class President: '24-'25
- Sophomore Class VP: '23-'24
- Honor Roll-4 yrs.
- BETA-3 yrs.
- DHS Peer Mentor-3 yrs.
- ROARS Recipient-3 yrs.
- Talented Drama- 2 yrs.
- National Spanish Honor Society-2 yrs.
- Wildcat Mentor-2 yrs.
- Fellowship of Christian Athletes- 1 yr.
- 2025 Louisiana Youth Leadership Delegate
- Student of the Year Candidate



Ka'mi Johnson

- Volleyball-4 yrs.
- Basketball-4 yrs.
- All District Honorable Mention-2 yrs.
- BETA-3 yrs.
- Philanthropy Chair-1 yr.
- Mu Alpha Theta-3 yrs.
- Interact-3 yrs.
- DHS Ambassadors-2 yrs.
- National English Honor Society-2 yrs.
- Senior Secretary-1 yr.
- Honor Roll- 2 yrs.
- Principal's List-1 yr.
- Mental Health Club-1 yr.
- Fellowship of Christian Athletes-1 yr.
- Student of the Year Candidate



Aubrey Ledet

- Honor Roll-4 yrs.
- BETA-2 yrs.
- WISE Ecology Club-2 yrs.
- National English Honor Society-2 yrs.
- Fellowship of Christian Athletes-2 yrs.
- Officer-1 yr.
- Student of the Year Candidate



Bridget Stillman

- Band-4 yrs.
- Parish Honor Band-2 yrs.
- District Honor Band-2 yrs.
- Talented Music-4 yrs.
- Honor Roll-4 yrs.
- Soccer-2 yrs.
- National Honor Society-2 yrs.
- National English Honor Society-1 yr.
- BETA-1 yr.
- Choir-1 yr.
- Softball-1 yr.
- Student of the Year Candidate



Jabari Mack

- Football-4yrs.
- District Champions-3 yrs.
- State Champions-1 yr.
- All District-2 yrs.
- All State Honorable Mention-1 yr.
- Track and Field-3 yrs.
- All District-3 yrs.
- Basketball-1 yr.



Ava Sutton

- Outdoor Track and Field-4 yrs.
- Co-Captain-1 yr.
- 3rd Place in District in Pole Vault-1 yr.
- Student Council-4 yrs.
- Junior Class VP
- Sophomore Class President
- Principal's Student Advisory-4 yrs.
- Honor Roll-4 yrs.
- BETA-3 yrs.
- ROARS Recipient-2 yrs.
- Yearbook-2 yrs.
- WISE Ecology Club-2 yrs.
- National Honor Society-2 yrs.
- National English Honor Society-2 yrs.
- Principal's List-1 yr.
- 2025 Louisiana Youth Leadership Delegate
- Student of the Year Candidate



Jude Punch

- Swim Team-4 yrs.
- All State-3 yrs.
- All District-3 yrs.
- Honor Roll-4 yrs.
- Principal's List-2 yrs.
- BETA-3 yrs.
- Student of the Year Candidate



Mason Tankersley

- Swim Team-4 yrs.
- All Metro-3 yrs.
- All State-3 yrs.
- Interact-4 yrs.
- Band-3 yrs.
- District VII Honor Band-3 yrs.
- National Spanish Honor Society-2 yrs.
- Spanish Culture Club-2 yrs.



Damien Richard II

- Football-4 yrs.
- District Champions-3 yrs.
- State Champions-1 yr.
- Track and Field-4 yrs.
- Outdoor State Finalist in:
- Long Jump-2 yrs.
- Triple Jump-2 yrs.
- 4 x 100m Relay-1 yr.
- District Field MVP-1 yr.
- District Overall MVP-1 yr.
- District Long & Triple Jump Champ-1 yr.
- Regional Champ in Long Jump-1 yr.
- Regional Runner Up in Triple Jump- 1yr.
- Indoor State Finalist in:
- Long Jump-2 yrs.
- Triple Jump-2 yrs.
- 3rd in State in Long & Triple Jump-1 yr.
- BETA-1 yr.
- Basketball-1 yr.
- Student of the Year Candidate



Coby Troclair

- Talented Theatre-4 yrs.
- International Thespian Society-4 yrs.
- President-1 yr.
- Historian-1 yr.
- LA Thes Fest Superior Winner
- LA Thes Fest College Nominee
- Fellowship of Christian Athletes-4 yrs.
- Honor Roll-4 yrs.
- BETA-3 yrs.
- DHS Ambassador-1 yr.
- Football-1 yr.
- Student of the Year Candidate



Kadence Robinson

- ColorGuard-4 yrs.
- Captain-1 yr.
- Lieutenant-1 yr.
- WinterGuard-4 yrs.
- Captain-1 yr.
- Co-Captain-1 yr.
- BETA-3 yrs.
- DHS Peer Mentoring-3 yrs.
- Officer-1 yr.
- Volleyball Manager-2 yrs.
- Morning Announcement Crew-2 yrs.
- Interact-2 yrs.
- Mu Alpha Theta-1 yr.
- Fellowship of Christian Athletes-1 yr.
- Club LIFE-1 yr.
- 2025 Louisiana Youth Leadership Delegate
- Student of the Year Candidate



Landon Villeret

- Choir-4 yrs.
- Parish Honor Choir-4 yrs.
- Men's Choir-4 yrs.
- LMEA State-3 yrs.
- ACDA State-3 yrs.
- Varsity-3 yrs.
- Bass Section Leader-2 yrs.
- District Honor Choir-2 yrs.
- Theater-3 yrs.
- International Thespian Society-2 yrs.
- Point Tracker-1 yr.
- Talented Music-2 yrs.
- Jazz Band-2 yrs.
- Barber Shop Quartet-2 yrs.
- National Honor Society-2 yrs.
- Swim Team-2 yrs.
- Honor Roll-2 yrs.
- Principal's List-1 yr.
- BETA-1 yr.
- Spanish Honor Society-1 yr.
- Student of the Year Candidate

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12B

OCTOBER 2 - 8, 2025

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Employment



ST. CHARLES PARISH PUBLIC SCHOOLS

Now accepting applications for position of:

Adapted Physical Education

Mimosa Park Elementary School

Application Deadline: Initial Deadline Oct 3, 2025

POSITION WILL REMAIN OPEN UNTIL FILLED

View position notice on the school district's website:

www.WeAreSCPPS.org or call (985) 785-3110

Employment

Employment

Employment



ST. CHARLES PARISH PUBLIC SCHOOLS

St. Charles Parish Public Schools is soliciting applications for future employment of certified teachers.

View vacant positions as well as positions being filled by retired teachers on the school district's website:

<http://www.WeAreSCPPS.org>

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Prayers

Prayers

"We are the Body of Christ on Earth"

We are the body of Christ on Earth, that is what we represent. We are His eyes, ears, hands & feet so we can do His work here & help win souls for His Kingdom. It is His will that we do our very best for Him while we have the chance. It is not his will that any should perish. It is His will that we all have "Everlasting Life". He paid the debt we cannot repay unless we follow Him & do His Holy Will. Let us do our very best for Him, it will not be in vain. Our reward in Heaven will be great for those that help win lost souls for Him. It is a good feeling to know that we can do our very best to help someone find our Jesus.

Edna Matherne



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Legals

Legal notice deadline is Friday at 3 p.m. for the following issue. To place a legal notice, call 985-758-2795 or by email legals@heraldguide.com

ST. CHARLES PARISH PUBLIC NOTICES



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



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



Heather Skiba
Councilwoman, District II
985-240-0083
hskiba@stcharlesgov.net



Walter Pilié
Councilman, District III
504-418-6814
wpilié@stcharlesgov.net



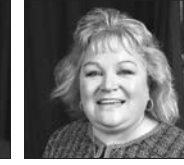
Willie Comardelle
Councilman, District IV
504-438-6159
wcomardelle@stcharlesgov.net



Michelle O'Daniels
Councilwoman, District V
504-438-6155
modaniels@stcharlesgov.net



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



Michele deBruler
Councilwoman, District VII
504-919-9577
mdebruler@stcharlesgov.net



Michael A. Mobley
Councilman-At-Large,
Division A
985-603-4111
mmobley@stcharlesgov.net



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

Public Notice

PLANNING & ZONING COMMISSION

THE ST. CHARLES PARISH PLANNING & ZONING COMMISSION WILL MEET ON OCTOBER 9, 2025 AT 6:00 P.M. IN THE COUNCIL CHAMBER OF THE PARISH COURTHOUSE LOCATED AT 15045 RIVER ROAD, HAHNVILLE TO HEAR:

2025-11-R requested by Calvin Preston for a change of zoning from R-1A(M) to R-2 on Lot 52, Block E, Oak Ridge Park Subdivision, **1103 Paul Frederick Drive, Luling**, Council District 1.

2025-12-R a request by Karen Abate to reconsider a withdrawn rezoning application within 6 months, specifically a change of zoning from R-1A(M) to M-1 on Lot G, Block 11, Almedia Plantation, **180 Almedia Road, St. Rose**, Council District 5.

2025-2-MAJ requested by J. Breaux Enterprises for Preliminary Plat approval of RIVERMIST, a new residential subdivision off River Road, St. Rose (adjacent to Dianne Place Subdivision). Zoning District R-1A. Council District 5.

ALTERNATE DATE: None
PUBLISH: 9/25, 10/2, 10/9

Public Notice



ST. CHARLES PARISH PROCUREMENT

MATTHEW JEWELL
PARISH PRESIDENT
BRENDA J. CAMPOS
PROCUREMENT OFFICER

SEALED BIDS WILL BE RECEIVED BY ST. CHARLES PARISH UP TO:
11:00a.m. – October 7th, 2025

AT THE ST. CHARLES PARISH PROCUREMENT OFFICE, ROOM 3400, P. O. BOX 302, 15045 RIVER ROAD, PARISH COURTHOUSE, 3rd FLOOR PARISH PRESIDENT'S OFFICE, HAHNVILLE, LOUISIANA, 70057, EITHER BY MAIL, HAND DELIVERED OR ON-LINE AT: <https://www.centralbidding.com> PROMPTLY THEREAFTER, THE BID(S) WILL BE PUBLICLY OPENED AND READ ALOUD ON THE 3rd FLOOR IN THE LARGE CONFERENCE ROOM OF THE ST. CHARLES PARISH COURTHOUSE. FOR: BID #(s):

Bid# 1028 – 2 Year Contract for Repair and Installation of Parish Owned Street Lights and Historical Lights

Bid# 1029 – 2 Year Contract for Bulk Fuel at West Bank Locations

Bid# 1030 – 2 Year Contract for Bulk Fuel at East Bank Locations

DETAILED SPECIFICATIONS MAY BE PICKED UP, MAILED, OR EMAILED BY CONTACTING SAMANTHA PEARCE AT THE PARISH COURTHOUSE (PHONE 985-783-5000) OR AN EMAIL REQUESTED TO spearce@stcharlesgov.net BID RELATED DOCUMENTS MAY BE VIEWED ON-LINE AT <https://www.centralbidding.com>.

ST. CHARLES PARISH RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS, IN WHOLE OR IN PART, PURSUANT TO THE LAW.

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

BID ADVERTISED:
ST. CHARLES HERALD GUIDE
September 18th & 25th, and October 2nd, 2025

Public Notice

TWENTY-NINTH JUDICIAL DISTRICT COURT

PARISH OF ST. CHARLES
STATE OF LOUISIANA

DOCKET NO. P-12,782

DIVISION "E"

SUCCESSIONS OF
HAROLD L. CHIASSON, JR.
AND
ROSEMARY A. CHIASSON

FILED: _____ DEPUTY CLERK

NOTICE

NOTICE IS GIVEN that the executrix of these successions has petitioned this Court for authority to sell immovable property belonging to the Successions of Harold L. Chiasson, Jr. and Rosemary A. Chiasson at private sale in accordance with the provisions of the Code of Civil Procedure for TWO HUNDRED THIRTY-FOUR THOUSAND FIVE HUNDRED AND NO/100 (\$234,500.00) DOLLARS, all in accordance with the terms and conditions set forth on agreement attached to the petition as Exhibit "A" filed into the record of this succession. The immovable property proposed to be sold at private sale is described as follows:

That certain piece or portion of ground, together with all the buildings and improvements thereon, and all the rights, ways privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of St. Charles, State of Louisiana, on the left descending bank of the Mississippi River, being a subdivision of a part of the original Ormand Plantation, designated as Destrehan Heights Subdivision. According to survey of F. G. Stewart, Surveyor, dated June 10, 1951, revised January 3, 1955, recertified on November 21, 1962, said portion of ground is designated and measures as follows, to wit:

Lot 7, Square 3, bounded by Destrehan Drive, Eve Street, the boundary line of the Hattaway property and Olanda Street, which said lot commences at a distance of 360 feet from the corner of Destrehan Drive and Eve Street, and measures thence 60 feet front on Destrehan Drive, same in width in the rear, by a depth of 183 feet 8 inches 4 lines, between equal and parallel lines.

Bearing municipal number 212 Destrehan Drive, Destrehan, LA 70047.

Any heir or creditor who opposes the proposed sale must file his/her opposition within seven (7) days from the day on which the last publication of this notice appears:

BY ORDER OF THE COURT
Julia H. ...
DEPUTY CLERK

ROBERT L. RAYMOND-#11408
14108 RIVER ROAD, P. O. BOX 340
DESTREHAN, LA 70047
TELEPHONE: (985)764-8709

PUBLISH TWO (2) TIMES TWENTY DAYS APART

Joseph ...



Certified True and
Correct Copy
CertID: 202509400004

St. Charles Parish
Deputy Clerk of Court

Generated Date:
9/25/2025 9:12 AM

Publish on: September 11, & October 2, 2025

Public Notice

PUBLIC NOTICE

LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY (LDEQ) ENTERGY LOUISIANA LLC-WATERFORD ADVANCED POWER STATION UNITS 5 & 6 ADMINISTRATIVE COMPLETENESS DETERMINATION

The LDEQ, Office of Environmental Services, has reviewed a Title V initial permit and PSD initial permit from Entergy Louisiana LLC - Waterford Advanced Power Station Units 5 & 6, 639 Loyola Ave, L-ENT-11, New Orleans, LA 70113 for the Waterford Advanced Power Station Units 5 & 6 and determined that it is administratively complete. The application was received on September 8, 2025. The facility is located at 17705 River Rd in Killona, St. Charles Parish.

Entergy Louisiana LLC - Waterford Advanced Power Station Units 5 & 6 proposes to apply for a Title V initial permit and PSD initial permit.

Inquiries or requests for additional information regarding this application should be directed to Air Permits Division, LDEQ, P.O. Box 4313, Baton Rouge, LA 70821-4313, phone (225) 219-3417.

Persons wishing to be included on the LDEQ permit public notice mailing list, wishing to receive the permit public notices via email by subscribing to the LDEQ permits public notice List Server, or for other public participation related questions should contact the Public Participation Group in writing at LDEQ, P.O. Box 4313, Baton Rouge, LA 70821-4313, by email at DEQ.PUBLICNOTICES@LA.GOV or contact the LDEQ Customer Service Center at (225) 219-LDEQ (219-5337).

Permit public notices can be viewed at the LDEQ permits public notice webpage at <http://www.deq.louisiana.gov/public-notices> and general information related to the public participation in permitting activities can be viewed at <http://www.deq.louisiana.gov/page/the-public-participation-group>.

All correspondence should specify AI Number 248424, Permit Numbers 2520-00190-V0 & PSD-LA-865 and Activity Numbers PER20250001 & PER20250002.

Publish on: October 2, 2025

Public Notice



ST. CHARLES PARISH SCHOOL BOARD ON-LINE AUCTION OF SURPLUS USED COMPUTER CHAIRS AND TABLES, AND CAFETERIA EQUIPMENT

St. Charles Parish Public Schools will begin auctioning surplus computer chairs and tables, and cafeteria equipment through the online auction service, **public surplus.com**, beginning Friday, October 10, 2025, through Thursday, October 23, 2025. Registration on the site is required to bid and registration is free.

Items include computer chairs, miscellaneous office equipment, cafeteria equipment, electric pallet jacks, and a few band saws, table saw, circular saw.

Specific information solely for St. Charles Parish Public Schools can be found by typing <http://www.publicsurplus.com/sms/stcharlesisd.la/browse/cataucs?catid=804> in the internet browser. Additional information may also be obtained by calling the St. Charles Parish Public Schools' Warehouse and Distribution Center at (985) 785-7212.

First Advertisement: Thursday, September 25, 2025
Second Advertisement: Thursday, October 2, 2025
Third Advertisement: Thursday, October 9, 2025

Start date for Auction is Thursday October, 17 2025
Ending date for Auction is Friday October, 31 2025

Public Notice



ST. CHARLES PARISH PROCUREMENT

MATTHEW JEWELL
PARISH PRESIDENT
BRENDA J. CAMPOS
PROCUREMENT OFFICER

SEALED BIDS WILL BE RECEIVED BY ST. CHARLES PARISH UP TO:
11:00 am – Tuesday, October 21, 2025

AT THE ST. CHARLES PARISH PROCUREMENT OFFICE, ROOM 3400, P. O. BOX 302, 15045 RIVER ROAD, PARISH COURTHOUSE, 3rd FLOOR PARISH PRESIDENT'S OFFICE, HAHNVILLE, LOUISIANA, 70057, EITHER BY MAIL, HAND DELIVERED OR ON-LINE AT: <https://www.centralbidding.com> PROMPTLY THEREAFTER, THE BID(S) WILL BE PUBLICLY OPENED AND READ ALOUD IN THE COUNCIL CHAMBERS OF THE ST. CHARLES PARISH COURTHOUSE. FOR: BID #(s):

Bid 1026 – Repair & Install Pumps, Motors, and Related Equipment

Department of Waterworks - 2 Year Contract (January 1, 2026, through December 31, 2027)

DETAILED SPECIFICATIONS MAY BE PICKED UP, MAILED, OR EMAILED BY CONTACTING SAMANTHA PEARCE AT THE PARISH COURTHOUSE (PHONE 985-783-5000) OR AN EMAIL REQUESTED TO atouchard@stcharlesgov.net BID RELATED DOCUMENTS MAY BE VIEWED ON-LINE AT <https://www.centralbidding.com>.

ST. CHARLES PARISH RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS, IN WHOLE OR IN PART, PURSUANT TO THE LAW.

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

BID ADVERTISED:
ST. CHARLES HERALD GUIDE
1st Advertisement: October 2, 2025
2nd Advertisement: October 9, 2025
3rd Advertisement: October 16, 2025

Public Notice

We are applying to the St. Charles Parish Sheriff's Office for a permit to conduct the **CLASS OF 88 HALLOWEEN BASH** at the American Legion Hall, 424 Clayton Drive, Norco, LA 70079 in the Parish of St. Charles. Alcohol will not be served at this event.

The time of the event:
Friday, October 24, 2025, 8p.m. - Midnight

Publish: September 25 & October 2, 2025

Public Notice

We are applying to the St. Charles Parish Sheriff's Office for a permit to conduct the **Destrehan Alumni Festival** at the Westbank Bridge Park, 13825 River Road, Luling, LA 70070 in the Parish of St. Charles. Alcohol will be served at this event.

The time of the event:
Saturday, November 22, 2025, 11am - 6pm

Publish: October 2 & 9, 2025

Public Notice



I, **George Casillas, Jr.**, have been convicted of **Pornography Involving Juveniles**, Date of Conviction: 09/29/2020. My address is: 13468 US-90, Boutte, LA 70039.

RACE: White
SEX: Male
DOB:04/26/1974
HGT: 6'0"
WGT: 270
HAIR COLOR: Gray
EYE COLOR: Brown

PUBLISH: September 25 and October 2, 2025

Public Notice

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

2025-0286 (9/22/25, Jewell, M. Albert)

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from M-1 to C-2 on Lot 4-II-A-5, Plantation Business Campus, 13080 River Road, Destrehan, as requested by Edward Hymel, III for TKENQ, LLC.

2025-0287 (9/22/25, Jewell, M. Albert)

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from C-2 to C-3 on Lots 1B-1 and 1B-2, Block J, Ellington Gardens, 207 and 211 Angus Drive, Luling, as requested by Richard D. Whitney Jr. for Whitney Properties VII, LLC.

2025-0288 (9/22/25, 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 R-2 on Lot 46, Block E, Oak Ridge Park Section One, 1017 Paul Frederick Drive, Luling, as requested by Dana Davis.

2025-0289 (9/22/25, Jewell, M. Albert)

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from R-1M to R-1A(M) on Lot 16, Block 1, Lone Star Park Subdivision, between 116 and 118 Louis the First Street, Luling, as requested by Edith Esmeralda Perez Zapata.

2025-0284 (9/22/25, 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-2 on Lot 29-B-1, Flaggville, 475 Courthouse Lane, Hahnville, as requested by Micah Colly.

2025-0203 (9/22/25, Jewell, M. Albert)

An ordinance to amend the St. Charles Parish Code of Ordinances, Appendix A - St. Charles Parish Zoning Ordinance of 1981, Section VIII. Site plan review and design requirements., F. Off-street parking in general., 2., to exempt off-street parking for manufactured and mobile homes in R-1A(M) zoning districts from permanent dust-free paving.

2025-0291 (9/22/25, Jewell, M. Albert)

An ordinance to amend the St. Charles Parish Code of Ordinances, Appendix A - St. Charles Parish Zoning Ordinance of 1981, Section VI. Zoning district criteria and regulations., B. Residential districts, [I.] R-1A, 2. Spatial Requirements:, items c.(3) and d.(1), and [II.] R-1A(M), 2. Spatial Requirements, items c.(2) and d.(1), and Section VII. Supplemental use and performance regulations., Accessory buildings., to increase the minimum setback for accessory buildings from 3 feet to 5 feet.

2025-0293 (9/22/25, Jewell, M. Albert)

An ordinance to amend the St. Charles Parish Code of Ordinances, Appendix C - St. Charles Parish Subdivision Regulations of 1981, Section II. Subdivision procedure., E. Preliminary Plat Requirements., item 3.e. and Section IV. Design standards., B. Sewerage Systems., 1. Design Criteria., to establish a waiver process for use of private sewer facilities.

2025-0296 (9/22/25, Jewell, M. Bingham)

An ordinance approving and authorizing the execution of a Professional Services Agreement with Burk-Kleinpeter, Inc., to perform engineering services for the Ellington Structures - Cousins Pump Station T-Wall (Project No. P080905-5H), in an amount not to exceed \$1,583,635.00.

2025-0297 (9/22/25, Jewell, M. Bingham)

An ordinance approving and authorizing the execution of a Professional Services Agreement with Burk-Kleinpeter, Inc., to perform engineering services for the Sunset Drainage Pump Station Rehabilitation (Project No. P080905-11D), in the not to exceed amount of \$1,095,840.00.

2025-0298 (9/22/25, Jewell, M. Bingham)

An ordinance approving and authorizing the execution of a Professional Services Agreement with Eustis Engineering, LLC, to perform geotechnical services for the Ellington Structures - Cousins Pump Station T-Wall (Project No. P080905-5H), in the lump sum of \$118,000.00.

2025-0299 (9/22/25, Jewell, M. Bingham)

An ordinance approving and authorizing the execution of Change Order No. 1 with Barriere Construction Co., L.L.C. for Road Maintenance 2024-25 (Project No. P220501), to increase the contract amount by \$626,929.15, bringing the total construction cost to \$3,350,185.15, and to increase the contract time by twenty (20) calendar days.

ORDINANCE INTRODUCED FOR PUBLIC HEARING BY THE ST. CHARLES PARISH COUNCIL, ON TUESDAY, OCTOBER 28, 2025, 9:00 AM; THURSDAY, OCTOBER 30, 2025, 1:00 PM; AND MONDAY, NOVEMBER 3, 2025, 6:00 PM, COUNCIL CHAMBERS, PARISH COURTHOUSE, 15045 RIVER ROAD, HAHNVILLE:

2025-0161 (9/22/25, Jewell, G. Dussom)

An ordinance to approve and adopt the appropriation of Funds for the St. Charles Parish Consolidated Operating and Capital Budget for Fiscal Year 2026.

**PUBLISH: September 25, 2025
October 2, 2025**

Public Notice

PUBLIC NOTICE

Notice is hereby given of the availability of federal funds through the Office for Juvenile Justice and Delinquency Prevention housed in the U.S. Department of Justice, Office of Justice Programs. The goal is to improve juvenile justice systems by increasing the availability and types of prevention and intervention programs and juvenile justice system improvements. Eligible applicants are units of general local government or combinations, local private agencies, and Indian tribes that perform law enforcement functions (as determined by the Secretary of the Interior) and that agree to comply with the requirements specified in paragraphs (11), (12), and (13) of the JJDP Act, applicable to the detention and confinement of juveniles. The Louisiana Commission on Law Enforcement (LCLE) administers and allocates these funds through the Jefferson Parish Criminal Justice Coordinating Council (CJCC) & Metropolitan District Law Enforcement Planning and Action Commission (METLEC).

The total amount available to METLEC in FY2024 Title II Juvenile Justice & Delinquency Prevention (JJDP) Formula Grants Program funds is \$72,680. Projects will be funded on a 12-month basis.

The complete Notice of Funding Opportunity, application materials and instructions for submitting proposals may be obtained from the Louisiana Commission on Law Enforcement (LCLE) website at: [Grant Funding Announcements - LCLE](#). Complete guidelines & instructions for applying may be obtained from the Jefferson Parish Community Justice Agency: Ronald E. Lampard, Director, District 7 - Metropolitan District / Jefferson CJCC, 1221 Elmwood Park Blvd., Suite 607, Jefferson, LA 70123, (504) 736-6844.

The deadline for submitting is: **November 3, 2025**, no later than 12:00 p.m. Proposals will be considered for approval at the METLEC Board meeting that will be held on **December 2, 2025** at the Joseph S. Yenni Bldg., 1221 Elmwood Park Blvd., Room 405, Jefferson, LA 70123 at 11 a.m. Representatives of agencies under consideration will be required to attend this meeting in order to receive funding.

Publish on: October 2, 2025

Public Notice

PUBLIC NOTICE

Notice is hereby given of the availability of federal funds through the Bureau of Justice Assistance housed in the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP). The Louisiana Commission on Law Enforcement (LCLE) administers and allocates these funds through the Jefferson Parish Criminal Justice Coordinating Council (CJCC) & Metropolitan District Law Enforcement Planning and Action Commission (METLEC).

The total amount available to the CJCC & METLEC in FY2024 Edward Byrne Memorial Justice Assistance Grant (JAG) Program funds is \$307,997.

The complete Notice of Funding Opportunity, application materials and instructions for submitting proposals may be obtained from the Louisiana Commission on Law Enforcement (LCLE) website at: [Grant Funding Announcements - LCLE](#). Complete guidelines & instructions for applying may be obtained from the Jefferson Parish Community Justice Agency: Ronald E. Lampard, Director, District 7 - Metropolitan District / Jefferson CJCC, 1221 Elmwood Park Blvd., Suite 607, Jefferson, LA 70123, (504) 736-6844.

The deadline for submitting is: **November 3, 2025**, no later than 12:00 p.m. Proposals will be considered for approval at the CJCC & METLEC Board meetings that will be held on **December 2, 2025** at the Joseph S. Yenni Bldg., 1221 Elmwood Park Blvd., Room 405, Jefferson, LA 70123 at 10 a.m. and 11 a.m. respectively. Representatives of agencies under consideration will be required to attend these meetings in order to receive funding.

Publish on: October 2, 2025

Public Notice

PUBLIC NOTICE

Notice is hereby given of the availability of federal funds through the Office on Violence Against Women (OVW) housed in the U.S. Department of Justice, Office of Justice Programs, for the FY2025 STOP Violence Against Women Formula Grant Program (STOP). The Louisiana Commission on Law Enforcement (LCLE) administers and allocates these funds through the Jefferson Parish Criminal Justice Coordinating Council (CJCC) & Metropolitan District Law Enforcement Planning and Action Commission (METLEC).

The total amount available to the CJCC & METLEC in FY2025 STOP Violence Against Women Formula Grant Program (STOP) funds is \$198,090.

The complete Notice of Funding Opportunity, application materials and instructions for submitting proposals may be obtained from the Louisiana Commission on Law Enforcement (LCLE) website at: [Grant Funding Announcements - LCLE](#). Complete guidelines & instructions for applying may be obtained from the Jefferson Parish Community Justice Agency: Ronald E. Lampard, Director, District 7 - Metropolitan District / Jefferson CJCC, 1221 Elmwood Park Blvd., Suite 607, Jefferson, LA 70123, (504) 736-6844.

The deadline for submitting is: **November 3, 2025**, no later than 12:00 p.m. Proposals will be considered for approval at the CJCC & METLEC Board meetings that will be held on **December 2, 2025** at the Joseph S. Yenni Bldg., 1221 Elmwood Park Blvd., Room 405, Jefferson, LA 70123 at 10:00 a.m. and 11:00 a.m. respectively. Representatives of agencies under consideration will be required to attend these meetings in order to receive funding.

Publish on: October 2, 2025

Public Notice

REQUEST FOR PRICE QUOTATIONS

The St. Charles Parish Sheriff's Office is soliciting price quotations for **Food Products** for the Nelson Coleman St. Charles Parish Sheriff's Correctional Center in Killona, Louisiana.

Detailed specifications may be obtained by contacting Corporal Stackhouse at the Correctional Center (985) 783-1164.

All price quotations must be submitted on the forms provided and be received by the date and time specified on the forms. Quotations received after the times specified will not be considered.

The Sheriff reserves the right to reject any and all price quotations not deemed to be in the best public interest.

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

/s/ Greg Champagne, Sheriff

PUBLISH: October 2, 2025

Public Notice

ST. CHARLES PARISH
ZONING BOARD OF ADJUSTMENT

THE ST. CHARLES PARISH ZONING BOARD OF ADJUSTMENT WILL MEET ON OCTOBER 16, 2025 AT 6:00 P.M. IN THE COUNCIL CHAMBER OF THE PARISH COURTHOUSE LOCATED AT 15045 RIVER ROAD, HAHNVILLE TO HEAR:

2025-36-ZBA requested by **Entergy Louisiana, LLC** to reduce the buffer requirement for a major operation under M-2 zoning as per the criteria detailed under Appendix A - St. Charles Parish Zoning Ordinance, Section VI., item D.[II].4 b., **17705 River Road, Killona**. Zoning District R-1A. Council District 1.

2025-37-ZBA requested by **Mary Breaux** to reduce the front yard setback and minimum square footage for a mobile home, **188 Union Lane, Montz**. Zoning District R-1A(M). Council District 6.

2025-38-ZBA requested by **Angel Halder** to permit encroachment of a covered porch into the rear yard setback, **119 Michael Street, Ama**. Zoning District R-1A and C-2. Council District 2.

2025-39-ZBA requested by **Timothy Prosser** to reduce the minimum building elevation from 6ft. NAVD88 to 12 in. above the centerline of the street for a single-family residence, **Lot A, Bernice Drive, Luling**, Zoning District R-1A. Council District 7.

**ALTERNATE DATE: 10/23
PUBLISH 10/2, 10/9, 10/16**

Sheriff's Sale

SHERIFF'S SALE

SHERIFF'S OFFICE

Suit No: (45) 95546-D

Date: Thursday, August 28, 2025

WILMINGTON SAVINGS FUND

SOCIETY, FSB,

NOT IN ITS INDIVIDUAL CA-

PACITY BUT SOLELY

AS TRUSTEE OF THE MFA 2020-

NQMZ TRUST

VS

ORLANDO A. MEDINA A/Ki A

ORLANDO MEDINA

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, APRIL 08, 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, NOVEMBER 05, 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 of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of St. Charles, State of Louisiana, in that part thereof known as 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, & 13 of Fashion Plantation in Sections 7, 8, 75 & 76, T 13 S-R 20 E, 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, the property is more particularly described as follows: Lot 285 measures 153.87 feet front on Union Drive, has a depth along the sideline adjacent to Lot 286 of 150 feet, by a depth along the opposite sideline of 166.98 feet, and a width in the rear of 80.50 feet.

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

THREE HUNDRED ANO FIFTY-SEVEN THOUSAND FIVE HUNDRED ANO TWENTY-TWO AND EIGHTY-SIX (\$357,522.86) DOLLARS, along with interest and attorney's fees and all other costs including my own costs and charges.

TERMS AND CONDITIONS OF SALE: CASH IN THE FORM OF A CASHIER'S CHECK DUE BY 2:00 P.M. DAY OF THE SALE. PUBLISH ON: October 2, 2025 October 30, 2025

GREG CHAMPAGNE-SHERIFF & EX-OFFICIO TAX COLLECTOR

ST. CHARLES PARISH ATTORNEY FOR PLAINTIFF: Corey J. Giroir P.O. Box 87379 13541 Tiger Bend Baton Rouge, LA 70879 225-756-0373 SCSO-CIV-209-0402

Public Notice

PUBLIC NOTICE

REMOVAL OF WEEDS, GRASS & OTHER NOXIOUS MATTER

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

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

Vicki Z. Bussell
335 Wanda St., Luling, LA 70070
Lot 65
Block D
Subdivision: Mimosas Park
Nature of violation: Grass cutting & removal of debris

Est. Augustine Jacob c/o Quintella B. Cola
201 Sycamore St., Hahnville, LA 70057
Lot S20
Block 13
Subdivision: Village of Hahnville
Nature of violation: Grass cutting & removal of debris

Mildred Butler
218 Sycamore St., Hahnville, LA 70057
Lot 9
Block 5
Subdivision: Village of Hahnville
Nature of violation: Grass cutting & removal of debris

Ollsker Price Jefferson, c/o Llewellyn Soniat
215 Sycamore St., Hahnville, LA 70057
Lot S19
Block 13
Subdivision: Village of Hahnville
Nature of violation: Grass cutting & removal of debris

Estate of Norbert Fortier, c/o Octavia Gross
14964 River Road, Hahnville, LA 70057
Lot A1
Block L
Subdivision: Fashion
Nature of violation: Grass cutting & removal of debris

Nicholas Anthony Dufrene
438 St. Charles St., Norco, LA 70079
Lot 12
Block Q
Subdivision: Good Hope Subd. - Blks.*
Nature of violation: Grass cutting & removal of debris

Donald Lambert
14951 River Rd., Hahnville, LA 70057
Lot 4A
Subdivision: Flaggville
Nature of violation: Grass cutting & removal of debris

Jose De Jesus Aguilera Natividad Gomez Lara
182 S. Kinler St., Boutte, LA 70039
Lot 44
Block 1
Subdivision: Harlem Heights
Nature of violation: Grass cutting & removal of debris

Ama Development, LLC
157 Belsome St., Ama, LA 70031
Lot 1
Block 10
Subdivision: Ama - Section 33
Nature of violation: Grass cutting & removal of debris

Letty Jennings 1/2 Williams
341 Magnolia Ridge Rd., Boutte, LA 70039
Lot 32B
Subdivision: Magnolia Ridge
Nature of violation: Grass cutting & removal of debris

Donna L. Russell
214 Murray Hill Dr., Destrehan, LA 70047
Lot 8
Block B
Subdivision: Murray Hill Subd.
Nature of violation: Grass cutting & removal of debris

Catherine Junger Molero
514 Steve St., St. Rose, LA 70087
Lot 8A
Block 9A
Subdivision: Fairfield Pltn. Oaks*
Nature of violation: Grass cutting & removal of debris

Charles L. Napp
15 Horseshoe Ln., St. Rose, LA 70087
Lot 4A
Block 3
Subdivision: Bar None Ranch Est.
Nature of violation: Grass cutting & removal of debris

Charles - Estate of Allen
416 Turtle Creek Ln., St. Rose, LA 70087
Lot 44
Block E
Subdivision: Preston Hollow (Levy*)
Nature of violation: Grass cutting & removal of debris

Nelson Alexander
301 Allie Ln., Luling, LA 70070
Lot 30
Subdivision: Hidden Oaks Subd. Pha*
Nature of violation: Grass cutting & removal of debris

Virginia Nicholas
137 Nicholas St., Hahnville, LA 70057
Lot 40B
Subdivision: St. Charles Place - H*
Nature of violation: Grass cutting & removal of debris

Alan R. Trahan
106 Hollywood Park Dr., Montz, LA 70068
Lot C-3
Block 1
Subdivision: Meadowlands, Phase 1*
Nature of violation: Grass cutting & removal of debris

Kelly A. Steilberg
425 Willowdale Blvd., Luling, LA 70070
Lot 144
Subdivision: Willowdale Country C1*
Nature of violation: Grass cutting & removal of debris

ARG IM12PKSLB001, LLC
10431 Airline Dr., St. Rose, LA 70087
Lot D
Block 29A
Subdivision: Almedia Pltn. - Airlit*
Nature of violation: Grass cutting & removal of debris

Desiree D. Kellahan
63 St. Anthony St., Luling, LA 70070
Lot 7
Block 5A
Subdivision: Lagatutta Addition Or*
Nature of violation: Grass cutting & removal of debris

Mary Keller Chulec
15317 River Rd., Hahnville, LA 70057
Lot 2
Block 2
Subdivision: Home Place Pltn. - Ha*
Nature of violation: Grass cutting & removal of debris

Pfister, Mary Ann Baracco - Est. of Pfister, Kent - C/O
500100300051, St. Rose, LA 70087
Lot 51
Block 3
Subdivision: Almedia Plantation Subd.
Nature of violation: Grass cutting & removal of debris

Melisa Chase Potter
171 Celia Dr., Luling, LA 70070
Lot 27
Subdivision: Luling Heights - Sec.*
Nature of violation: Grass cutting & removal of debris

PUBLISH: October 2, 2025

Public Notice



I, **Errol Richard Falcon, Jr.**, have been convicted of **Carnal Knowledge of a Juvenile**, Date of Conviction: 05/17/1999, Carnal Knowledge of a Juvenile, Date of Conviction: 01/06/2003. My address is: 399 Marcia Dr, Luling, LA 70070.

RACE: White
SEX: Male
DOB: 03/20/1978
HGT: 6'1"
WGT: 230
HAIR COLOR: Black
EYE COLOR: Brown

PUBLISH: September 25 and October 2, 2025

Sheriff's Sale

SHERIFF'S OFFICE
SHERIFF'S SALE

Suit No: (45) 96204-E

Date: Monday, September 8, 2025
21ST MORTGAGE CORPORATION

VS

**BARBARA E. DANIEL
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, AUGUST 11, 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 Civil District Court of the Parish of St. Charles is held on WEDNESDAY, OCTOBER 15, 2025, at 10:00 AM, to the last and highest bidder for

cash, the following described property, to wit:
1998 OAK CREST FLEETWOOD
28 X 48 MOBILE HOME BEARING SERIAL NUMBERS MS-FLV25A007440C31 AND MS-FLV25B007440C31

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: **ONE THOUSAND THREE HUNDRED AND EIGHTY-NINE AND FIFTY (\$1,389.50) 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: October 2, 2025
GREG CHAMPAGNE, SHERIFF & EXOFFICIO
TAX COLLECTOR
St. Charles Parish
ATTORNEY FOR PLAINTIFF:
KAREN E. TREVATHAN
8235 YMCA PLAZA DRIVE,
SUITE 400
BATON ROUGE, LA 70810
225-334-9222
SCSO-CIV-209-0402**

Public Notice

ORDINANCE AND RESOLUTIONS ADOPTED AT THE MEETING OF SEPTEMBER 8, 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 deBruler**

Monday, September 8, 2025 6:00 PM Council Chambers, Courthouse

ATTENDANCE

Present 8 - Holly Fonseca, La Sandra D. Wilson, Heather Skiba, Walter Pilié, Willie Comardelle, Michelle O'Daniels, Bob Fisher, and Michele deBruler
Absent 1 - Michael A. Mobley

Also Present

Parish President Matthew Jewell, Legal Services Director Corey Oubre, Legal Services Assistant Director Robert Raymond, Chief Administrative Officer Mike Palamone, Deputy Chief Administrative Officer Samantha de Castro, Executive Director of Technology and Cybersecurity Anthony Ayo, Finance Director Grant Dusson, Public Works Director Miles Bingham, Planning & Zoning Director Michael Albert, Grants Officer Carla Chasson, Economic Development & Tourism Director Patrick Beard, Parks and Recreation Director Duane Foret, Michelle Impastato, Council Secretary

CALL TO ORDER

Meeting called to order at 6:06 pm.

PRAYER

Mary Engler, German Coast Chapter
Daughters of the American Revolution

PLEDGE

Deirdre Faucheux, German Coast Chapter
Daughters of the American Revolution

APPROVAL OF MINUTES

A motion was made by Councilmember Skiba, seconded by Councilmember Comardelle, to approve the minutes from the regular meeting of August 18, 2025. The motion carried by the following vote:

Yes: 8 - Fonseca, Wilson, Skiba, Pilié, Comardelle, O'Daniels, Fisher and deBruler

Nay: 0

Absent: 1 - Mobley

SPECIAL BUSINESS (PROCLAMATIONS, CANVASS RETURNS, ETC.)

2025-0249

Proclamation: "Constitution Week"

Sponsors: Mr. Jewell

Read

2025-0251

In Recognition: Waterford 3 Steam Electric Station - 40th Year Anniversary

Sponsors: Mr. Jewell

Read

2025-0252

Proclamation: "King Kat Fishing Tournament Weekend"

Sponsors: Ms. Wilson

Read

2025-0253

Proclamation: "National Child Passenger Safety Week" and "National Seat Check Saturday"

Sponsors: Mr. Jewell

Read

2025-0254

Proclamation: Alligator Weekend in St. Charles Parish
In Recognition: Mr. Chad Dufrene - "Mr. Alligator"

Sponsors: Ms. Fonseca

Read

2025-0255

Proclamation: "National Hunting and Fishing Day"

Sponsors: Mr. Comardelle

Read

REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)

2025-0256

Hospital Service District

Chief Executive Officer Keith Dacus reported.

Chairman Fonseca spoke on the matter.

Reported

2025-0257

Department of Legal Services

Legal Services Director Corey Oubre reported.

Reported

2025-0258

Parish President Remarks/Report

Sponsors: Mr. Jewell

Parish President Matthew Jewell reported.

Parish President Matthew Jewell invited Entergy Vice President of Customer Service, Michelle Bourg to present a presentation to the Councilmembers.

Ms. Bourg presented and spoke on the matter.

Councilman Pilié 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, SEPTEMBER 22, 2025, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, TO BE CONSIDERED FOR FINAL PASSAGE:

2025-0259

An ordinance approving and authorizing the execution of a Professional Service Agreement with Waggoner Engineering, Inc. to perform engineering services for the East Bank A and B Plant Demolition (Project No. WWKS 116), in the lump sum amount of \$213,023.00.

Sponsors: Mr. Jewell and Department of Waterworks

Publish/Scheduled for Public Hearing to the Parish Council on September 22, 2025

2025-0262

An ordinance approving and authorizing the execution of Change Order No. 1 for the Lakewood Dr. Reconstruction (Project No P190201, State Project No. H.014051, Federal Aid Project No. H014051), to decrease the contract amount by \$622,252.34; resulting in a revised contract amount of \$5,357,339.29.

Sponsors: Mr. Jewell and Department of Public Works

Publish/Scheduled for Public Hearing to the Parish Council on September 22, 2025

2025-0267

An ordinance to revoke and abandon the Drainage Right of Way along Davis Plantation granted by J. B. Levert Land Company, Inc. to St. Charles Parish on November 6, 1998.

Sponsors: Mr. Jewell and Department of Public Works

Publish/Scheduled for Public Hearing to the Parish Council on September 22, 2025

2025-0268

An ordinance approving and authorizing the execution of a Contract with Anders Construction, Inc. for the Raw Water Intake Structure Access Bridge Pile Replacement (Project No. WWKS 112), in the amount of \$201,670.00.

Sponsors: Mr. Jewell and Department of Waterworks

Publish/Scheduled for Public Hearing to the Parish Council on September 22, 2025

2025-0269

An ordinance approving and authorizing the execution of a Professional Services Agreement with Digital Engineering & Imaging, Inc., to perform engineering services for Road Maintenance Manuals 2026 (Project No. P250703), in the not to exceed amount of \$124,104.24.

Sponsors: Mr. Jewell and Department of Public Works

Publish/Scheduled for Public Hearing to the Parish Council on September 22, 2025

2025-0270

An ordinance approving and authorizing the execution of Amendment No. 2 to Ordinance No. 21-8-16, which approved the Professional Services Agreement with Duplantis Design Group (DDG), to perform additional engineering services for the Des Allemands Boat Launch (Project No. P210705), to include construction administration and inspection for the construction of the actual Boat Launch, increasing the contract by \$394,440.19, for an overall value of \$1,004,796.19.

Sponsors: Mr. Jewell and Department of Public Works

Publish/Scheduled for Public Hearing to the Parish Council on September 22, 2025

2025-0271

An ordinance approving and authorizing the execution of a Professional Services Agreement with GIS Engineering, LLC, to perform engineering services for the Turtle Pond Pump Station and Upstream Drainage Improvements (Project No. P250901), in the not to exceed amount of \$609,085.50.

Sponsors: Mr. Jewell and Department of Public Works

Publish/Scheduled for Public Hearing to the Parish Council on September 22, 2025

ORDINANCES SCHEDULED FOR PUBLIC HEARING (INTRODUCED AT PREVIOUS MEETING)

2025-0247

An ordinance approving and authorizing the execution of a Professional Services Agreement with E.JES, Inc. for the design of the enlargement and deepening of the Kinler St. Canal located west of Kinler St. in Luling for the Kinler St. Canal Improvements (Project No. P250705), in the amount not to exceed of \$52,101.00.

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

VOTE ON THE PROPOSED ORDINANCE

Yea: 8 - Fonseca, Wilson, Skiba, Pilié, Comardelle, O'Daniels, Fisher and deBruler

Nay: 0

Absent: 1 - Mobley

Enactment No: 25-9-1

PERSONS TO ADDRESS THE COUNCIL

2025-0265

Mr. Edward Hymel: Boat Launch on Hwy 3127 in Hahnville

A motion was made by Councilmember O'Daniels, seconded by Councilmember Wilson, to extend Mr. Edward Hymel's time an additional three minutes. The motion carried by the following vote:

Yea: 8 - Fonseca, Wilson, Skiba, Pilié, Comardelle, O'Daniels, Fisher and deBruler

Nay: 0

Absent: 1 - Mobley

Time Extended

Parish President Matthew Jewell spoke on the matter.

Heard

RESOLUTIONS

2025-0264

A resolution to approve and authorize the execution of a Cooperative Endeavor Agreement between the State of Louisiana and St. Charles Parish for funding to complete the Primrose Canal Sheet Pile project (Facility Planning and Control Project No. 50-J45-25-01).

Sponsors: Mr. Jewell and Grants Office

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

Public comment opened; no public comment

VOTE ON THE PROPOSED RESOLUTION

Yea: 8 - Fonseca, Wilson, Skiba, Pilié, Comardelle, O'Daniels, Fisher and deBruler

Nay: 0

Absent: 1 - Mobley

Enactment No: 6849

2025-0266

A resolution to approve and authorize the execution of a Grant Agreement between the United States Department of Transportation's Federal Highway Administration and St. Charles Parish for funding in the amount of \$200,000.00 to be utilized for the St. Charles Parish Safe Streets and Roads for All Action Plan.

Sponsors: Mr. Jewell and Grants Office

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

Public comment opened; no public comment

VOTE ON THE PROPOSED RESOLUTION

Yea: 8 - Fonseca, Wilson, Skiba, Pilié, Comardelle, O'Daniels, Fisher and deBruler

Nay: 0

Absent: 1 - Mobley

Enactment No: 6850

APPOINTMENTS

2025-0220

A resolution appointing a member to the St. Charles Parish Coastal Zone Advisory Committee as Member 1.

Nominee:
Councilwoman O'Daniels nominated Dr. Mark Kulp
Nomination(s) Accepted

A motion was made by Councilmember Comardelle, seconded by Councilmember Fisher, to Close Nomination(s) for File No. 2025-0220. The motion carried by the following vote:

Yea: 8 - Fonseca, Wilson, Skiba, Pilié, Comardelle, O'Daniels, Fisher and deBruler

Nay: 0

Absent: 1 - Mobley

Nomination(s) Closed

2025-0222

A resolution appointing Mr. John P. Rome, Jr. to the St. Charles Parish Coastal Zone Advisory Committee as Member 2.

VOTE ON THE APPOINTMENT OF MR. JOHN P. ROME, JR.

Yea: 8 - Fonseca, Wilson, Skiba, Pilié, Comardelle, O'Daniels, Fisher and deBruler

Nay: 0

Absent: 1 - Mobley

Enactment No: 6851

2025-0224

A resolution appointing Mr. Lloyd L. Landry, IV to the St. Charles Parish Coastal Zone Advisory Committee as Member 3.

VOTE ON THE APPOINTMENT OF MR. LLOYD L. LANDRY, IV

Yea: 8 - Fonseca, Wilson, Skiba, Pilié, Comardelle, O'Daniels, Fisher and deBruler

Nay: 0

Absent: 1 - Mobley

Enactment No: 6852

2025-0226

A resolution appointing Mr. Barry J. Guillot to the St. Charles Parish Coastal Zone Advisory Committee as Member 4.

VOTE ON THE APPOINTMENT OF MR. BARRY J. GUILLOT

Yea: 8 - Fonseca, Wilson, Skiba, Pilié, Comardelle, O'Daniels, Fisher and deBruler

Nay: 0

Absent: 1 - Mobley

Enactment No: 6853

2025-0227

A resolution appointing Mr. Luis A. Martinez to the St. Charles Parish Coastal Zone Advisory Committee as Member 5.

VOTE ON THE APPOINTMENT OF MR. LUIS A. MARTINEZ

Yea: 8 - Fonseca, Wilson, Skiba, Pilié, Comardelle, O'Daniels, Fisher and deBruler

Nay: 0

Absent: 1 - Mobley

Enactment No: 6854

2025-0228

A resolution appointing Mr. Patrick Ryan Lambert to the St. Charles Parish Coastal Zone Advisory Committee as Member 6.

VOTE ON THE APPOINTMENT OF MR. PATRICK RYAN LAMBERT

Yea: 8 - Fonseca, Wilson, Skiba, Pilié, Comardelle, O'Daniels, Fisher and deBruler

Nay: 0

Absent: 1 - Mobley

Enactment No: 6855

2025-0229

A resolution appointing Dr. Courtney H. Babin to the St. Charles Parish Coastal Zone Advisory Committee as Member 7.

VOTE ON THE APPOINTMENT OF DR. COURTNEY H. BABIN

Yea: 8 - Fonseca, Wilson, Skiba, Pilié, Comardelle, O'Daniels, Fisher and deBruler

Nay: 0

Absent: 1 - Mobley

Enactment No: 6856

2025-0235

A resolution appointing a member to the Industrial Development Board of the Parish of St. Charles.

Nominee:
Councilman Comardelle nominated Mr. Samuel F. Elliott
Nomination(s) Accepted

A motion was made by Councilmember Pilié, seconded by Councilmember O'Daniels, to Close Nomination(s) for File No. 2025-0235. The motion carried by the following vote:

Yea: 8 - Fonseca, Wilson, Skiba, Pilié, Comardelle, O'Daniels, Fisher and deBruler

Nay: 0

Absent: 1 - Mobley

Nomination(s) Closed

2025-0236

A resolution appointing a member to the Industrial Development Board of the Parish of St. Charles.

Nominee:
Councilwoman Skiba nominated Mr. Zachary "Zack" Young
Nomination(s) Accepted

A motion was made by Councilmember deBruler, seconded by Councilmember Comardelle, to Close Nomination(s) for File No. 2025-0236. The motion carried by the following vote:

Yea: 8 - Fonseca, Wilson, Skiba, Pilié, Comardelle, O'Daniels, Fisher and deBruler

Nay: 0

Absent: 1 - Mobley

Nomination(s) Closed

2025-0245

A resolution appointing a member to the Industrial Development Board of the Parish of St. Charles.

Nominee:
Councilman Pilié nominated Mr. Patrick Beard
Nomination(s) Accepted

A motion was made by Councilmember deBruler, seconded by Councilmember O'Daniels, to Close Nomination(s) for File No. 2025-0245. The motion carried by the following vote:

Yea: 8 - Fonseca, Wilson, Skiba, Pilié, Comardelle, O'Daniels, Fisher and deBruler

Nay: 0

Absent: 1 - Mobley

Nomination(s) Closed

2025-0260

Accept resignation of Mr. Corey Fauchaux - River Parishes Transit Authority

Resignation Accepted by the following vote:

Yea: 8 - Fonseca, Wilson, Skiba, Pilié, Comardelle, O'Daniels, Fisher and deBruler

Nay: 0

Absent: 1 - Mobley

Resignation Accepted

2025-0261

A resolution appointing a member to the River Parishes Transit Authority.

Vacancy Announced

ADJOURNMENT

A motion was made by Councilmember deBruler, seconded by Councilmember O'Daniels, to adjourn the meeting at approximately 7:32 pm. The motion carried by the following vote:

Yea: 8 - Fonseca, Wilson, Skiba, Pilié, Comardelle, O'Daniels, Fisher and deBruler

Nay: 0

Absent: 1 - Mobley

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.

Michelle Impastato
Michelle Impastato
Council Secretary

Publish on: October 2, 2025

Public Notice

THE FOLLOWING ORDINANCES AND RESOLUTIONS ARE AN OFFICIAL EXTRACT FROM THE MINUTES OF THE MEETING OF THE PARISH COUNCIL OF THE PARISH OF ST. CHARLES HELD MONDAY, SEPTEMBER 22, 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.

2025-0259
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT (DEPARTMENT OF WATERWORKS)
ORDINANCE NO. 25-9-2

An ordinance approving and authorizing the execution of a Professional Service Agreement with Waggoner Engineering, Inc. to perform engineering services for the East Bank A and B Plant Demolition (Project No. WWKS 116), in the lump sum amount of \$213,023.00.

WHEREAS, St. Charles Parish desires to demolish infrastructure associated with East Bank A & B plants; and,

WHEREAS, the projected work includes, but not limited to: demolish, excavate, haul and dispose of an existing 50-ft diameter x 10-ft deep concrete storage tank; demolish, excavate, haul and dispose of the existing approx. 6,000 SF (footprint) structures of treatment trains A & B; demolish, excavate, haul and dispose of the existing concrete tank and treatment trains A & B concrete foundations, including plotting existing piles; Abandon in place and reroute subsurface pipelines at various locations as a result of the proposed demolition work and backfill, grade and hydroseed all excavated/disturbed areas; and,

WHEREAS, St. Charles Parish wishes to contract with Waggoner Engineering, Inc., to perform the Plan Development, Bidding and Advertising, and Construction for the East Bank A and B Plant Demolition (Project No. WWKS 116), as described in Attachments A, B, and C.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Professional Services Agreement between St. Charles Parish and Waggoner Engineering, Inc. the East Bank A and B Plant Demolition (Project No. WWKS 116), in the lump sum amount of \$213,023.00 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 22nd day of September, 2025, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Heely Forreca
SECRETARY: Michelle Sugrath
DLVD/PARISH PRESIDENT: September 23, 2025
APPROVED: [Signature] DISAPPROVED: _____

PARISH PRESIDENT: Matt Jewell
RET/SECRETARY: September 26, 2025
AT: 10:12 am 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 Waggoner Engineering, 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 East Bank A and B Plant Demolition, Parish Project No. WWKS 116.

1.0 GENERAL TERMS

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

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

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

2.0 PROJECT

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

East Bank A and B Plant Demolition
Parish Project No. WWKS 116

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 NON-APPROPRIATION CLAUSE

Notwithstanding any other provision of this AGREEMENT, if the Owner does not receive the sufficient funds to fund this AGREEMENT and other obligations of St. Charles Parish, if funds are de-appropriated, or if the Owner does not receive legal authority to expend funds from the St. Charles Parish Council, then the Owner is not obligated to make payment under this AGREEMENT.

13.0 INSURANCE

- 13.1 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.
- 13.2 The CONSULTANT shall also secure and maintain at his expense professional liability insurance in the unencumbered sum of \$1,000,000.00.
- 13.3 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.
- 13.4 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.
- 13.5 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.
- 13.6 St Charles Parish shall be named as an additional insured on general liability insurance policies.
- 13.7 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.
- 13.8 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.
- 13.9 The Worker's Compensation Policy Territory Coverage must include Louisiana.

14.0 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.

15.0 WARRANTY

- 15.1 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.
- 15.2 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.
- 15.3 The obligations expressed in Section 14 above in no way limit the Consultant's obligations expressed elsewhere in this Contract.

16.0 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.

17.0 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).

18.0 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.

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.

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

WAGGONER ENGINEERING, INC. ST. CHARLES PARISH

By: _____ By: _____

Name: Kenneth Ferachi Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

ATTACHMENT "A"

East Bank A and B Plant Demolition Parish Project No. WWKS 116

Project Scope:

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

This project consists of the demolition of two existing treatment plant trains, known as Plants "A" and "B", the addition of another distribution pump with necessary appurtenances, and various piping re-routes as a result of the demolition of the "A" and "B" treatment trains.

No surveying, geotechnical borings, or permitting were included in this project.

Construction administration services are included for an 8-month construction period, and Resident Project Representative (RPR) services will be required at 13 days per month for an assumed 4-month duration after procurement of all necessary piping and pumps.

TASK 1: Design Phase Services

Design Phase Services shall consist of all labor, equipment, materials and incidentals required to develop a set of construction plans and specifications. This assumes there will be one preliminary (75%) set of plans and specifications submitted to SCP for review. Comments received from SCP on the preliminary documents shall be incorporated into a Final 100% set of construction plans and specifications. This phase also includes the preparation of a detailed cost estimate, site visit(s) and other update meetings as requested by SCP.

The proposed lump sum Task 1 fee is for a not-to-exceed amount of \$97,825.00.

TASK 2: Bid Phase Services

Bid Phase Services shall include assisting SCP with advertising the project, planning and hosting a pre-bid meeting, preparation and issuance of no more than two addenda, bid review and tabulation, and recommendation of award to SCP.

The proposed lump sum Task 2 fee is for a not-to-exceed amount of \$8,152.00.

TASK 3: Construction Administration (CA) Services

CA services shall include preparation of conformed construction documents that will be used to administer the construction contract. This fee shall also include planning and hosting a preconstruction meeting, monthly site visits as required to become familiar with the progress and quality of work, review of shop drawings (no more than thirty total, with two revisions per submittal), RFIs (no more than twenty), and review and recommendation of payment of monthly contractor invoices. Services also include planning and hosting a substantial completion walk through (including punch list development), and project closeout record drawings. Construction duration, from contractor notice to proceed to construction closeout, is estimated to be an eight-month duration, which includes material and equipment procurement time. Any time beyond this will be justification for additional services.

The proposed lump sum Task 3 fee is for a not-to-exceed amount of \$57,064.00.

TASK 4: Additional Services

Resident Project Representative (RPR) shall include all labor, equipment, materials and incidentals to provide resident project representative services to ensure the contractor adheres to the construction contract documents. This fee shall include inspection of construction material testing (if required) and daily construction progress reporting. Materials testing is assumed to be contracted and paid directly by SCP and not the Engineer. Services also include planning and hosting a substantial completion walk through (including punch list development), and project closeout record drawings. Although overall construction duration is estimated to be eight months as previously presented, actual onsite construction activities are estimated to be a four-month duration, based on equipment procurement times.

SCP has requested that Waggoner provide Resident Project Representative (RPR) Services on a part-time basis. With a rate of \$110/hr, assuming 13 days per month (4 months total), plus IRS allowed mileage.

The proposed Task 4 fee for RPR Services is \$49,982.00.

Should contract time be extended or additional on-site representation be determined to be needed (beyond 13 days per month) due to contractor performance, this would be considered justification for an additional supplement to RPR Services.

ATTACHMENT "B"

East Bank A and B Plant Demolition Parish Project No. WWKS 116

Project Schedule:

- Preliminary Design Phase - 8 Weeks (from NTP)
- Final Design Phase - 8 Weeks (from Preliminary Design Approval)
- Bidding Phase - 4 Weeks
- Construction Administration - 32 Weeks (8Mos.)
- Record Drawings - 6 Weeks (from Substantial Completion)
- Resident Project Representative Phase Services - 32 Weeks (8Mos.) - Part-Time 13 Days per Month

ATTACHMENT "C"

East Bank A and B Plant Demolition Parish Project No. WWKS 116

OWNER shall pay CONSULTANT in the a not-to-exceed amount of \$213,023.00 for the breakdown of services provided in Attachment "A."

2025-0262

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

ORDINANCE NO: 25-9-3

An ordinance approving and authorizing the execution of Change Order No. 1 for the Lakewood Dr. Reconstruction (Project No P190201, State Project No. H.014051, Federal Aid Project No. H014051), to decrease the contract amount by \$622,252.34; resulting in a revised contract amount of \$5,357,339.29.

WHEREAS, Ordinance No. 19-9-6 adopted on September 23, 2019, by the St. Charles Parish Council, approved and authorized the execution of an Engineering Services Contract with Shread-Kuyrkendall & Associates, Inc. for the design of Parish Project No. P190201, Lakewood Drive Reconstruction; and,

WHEREAS, Resolution No. 6504 adopted on June 15, 2020, by the St. Charles Parish Council, requesting the Louisiana Department of Transportation & Development perform a study to determine the feasibility of the installation of a right turn lane on Lakewood Drive, Luling, in conjunction with protected left turn signal phases, pavement markings, and directional signage at its intersection with U.S. Highway 90 and Barton Avenue (LA 3060), to reflect and further enhance the traffic management improvements recently installed at U.S. Highway 90 and Barton Avenue (LA 3060), and further request installation of traffic revisions if said study determines revisions are warranted; and,

WHEREAS, Ordinance No. 21-1-1 adopted on January 11, 2021, by the St. Charles Parish Council, approved and authorized the execution of an Agreement with the Louisiana Department of Transportation and Development (DOTD), for Parish Project No. P190201 Lakewood Drive Reconstruction State Project No. H.014051, Federal Aid Project No. H014051; and,

WHEREAS, Ordinance No. 23-4-5 adopted on April 10, 2023, by the St. Charles Parish Council, approved and authorized the execution of a Contract with Byron E. Talbot Contractor, Inc., for the construction of the Lakewood Dr. Reconstruction, State Project No. H.014051, Federal Aid Project No. H014051, extending from East/West Heather Dr. to Highway 90 in the amount of \$5,979,591.63; and,

WHEREAS, Ordinance No. 23-5-7 adopted on May 22, 2023, by the St. Charles Parish Council, approved and authorized the execution of a Professional Services Agreement with Gulf South Engineering and Testing, Inc., to perform testing services for Lakewood Dr. Reconstruction State Project No. H.014051, Federal Aid Project No. H014051 (Project No. P190201) in a not to exceed amount of \$60,100.00; and,

WHEREAS, Ordinance No. 25-8-8 adopted on August 4, 2025, by the St. Charles Parish Council, approved and authorized the execution of Amendment No. 1 to Ordinance No. 19-9-6, which approved the Engineering Services Contract with Shread-Kuyrkendall & Associates, Inc. for the Lakewood Drive Reconstruction (Project No. P190201), to increase the construction and closeout amount by \$80,000.00 for a new not to exceed amount of \$280,000.00, increasing the overall contract amount to \$799,380.24; and,

WHEREAS, the construction contract with Byron E. Talbot Contractor, Inc. needs to be amended by change order to revise the contract quantities which will result in a decrease to the total contract value by \$622,252.34.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Change Order No. 1 for the Lakewood Dr. Reconstruction (Project No P190201, State Project No. H.014051, Federal Aid Project No. H014051), to decrease the contract amount by \$622,252.34, which results in a revised total contract amount of \$5,357,339.29 is hereby approved and accepted.

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

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

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

And the ordinance was declared adopted this 22nd day of September, 2025, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
D.V.D./PARISH PRESIDENT: [Signature]
APPROVED: [Signature]
PARISH PRESIDENT: [Signature]
RETD/SECRETARY: [Signature]
AT: 10:12am, RECD BY: [Signature]

SECTION 00806
CHANGE ORDER

DATE OF ISSUANCE 08/07/2025 EFFECTIVE DATE Sept. 26, 2025

OWNER St. Charles Parish Department of Public Works and Wastewater
CONTRACTOR Byron E. Tablot Contractor, Inc.
Contract: Lakewood Dr. Reconstruction (St. Charles Parish Project No. P192021) (State Project No. H.014051)
Project: Lakewood Dr. Reconstruction
OWNER'S Contract No. P192021 ENGINEER'S Contract No. 89278.1
ENGINEER Shread-Kuivrekendall and Associates

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

- 1. Delete the Following Work Items:
a. Contract Item #: 202-03-38000 Relocation of Sign (Adjust)
b. Contract Item #: 202-03-38020 Relocation of Sign Pole
c. Contract Item #: 204-04-00100 Temporary Sediment Basins
d. Contract Item #: 204-06-00100 Temporary Silt Fencing
e. Contract Item #: 702-04-00001 Adjusting Miscellaneous Structure (Replace Drainage Grates)
f. Contract Item #: 713-02-00300 Temporary Pavement Markings (8" Width)
g. Contract Item #: 714-01-00700 Slab Sodding (Centipede)
h. Contract Item #: 715-01-00100 Topsoil
i. Contract Item #: 722-05-00100 Removal of Existing Markings
j. Contract Item #: 735-03-00100 Mailbox Supports (Double)
k. Contract Item #: 742-02-00100 Adjusting Sanitary Sewer House Connections
l. Contract Item #: 742-03-00100 Adjusting Sanitary Sewer Services Lines

Total of Deducted Items = (-\$152,164.00)

- 2. Add the Following Work Items:
a. New Contract Item #: CI-107-00600 OCP Insurance
b. New Contract Item #: 601-04-00100 Portland Cement Concrete Pavement Coring
c. New Contract Item #: CI-000-10GEN Conflict Box @ 11+60
d. New Contract Item #: CI-000-10GEN 18" A2000 Pipe Apple Ct. South
e. New Contract Item #: CI-000-10GEN 8" A/C Waterline Offset
f. New Contract Item #: CI-000-20GEN Sewer Explorations
g. New Contract Item #: TS-742-01020 Normal Sewer Line Cleaning
h. New Contract Item #: TS-742-01010 Television (TV Inspection of Gravity Sewer Mains)
i. New Contract Item #: CI-000-20GEN Mobilization for Sewer Inspection and Cleaning
j. New Contract Item #: CI-000-20GEN Additional Sewer Explorations
k. New Contract Item #: CI-000-20GEN Catch Basin and Connection Pipe @ Texaco Rd.
l. New Contract Item #: CI-000-10GEN New Sewer @ 33+02
m. New Contract Item #: CI-000-10GEN Conflict Box @ 30+40
n. New Contract Item #: CI-000-20GEN Yard Drains
o. New Contract Item #: CI-000-10GEN 18" A2000 Pipe
p. New Contract Item #: 202-02-32500 Removal of PCC Pavement (Category 2)
q. New Contract Item #: 203-01-00100 General Excavation (Category 2)
r. New Contract Item #: 203-04-00100 Nonplastic Embankment (Category 2)
s. New Contract Item #: 203-08-00100 Geotextile Fabric (Category 2)
t. New Contract Item #: 302-02-08070 Class II Base Course (8" Thick) (CS or RCPP) (Category 2)
u. New Contract Item #: 601-01-00100 Portland Cement Concrete Pavement (8" Thick) (Cat. 2)
v. New Contract Item #: 702-04-00200 Adjusting Catch Basin (Category 2)
w. New Contract Item #: 707-01-00100 Concrete Curb (Category 2)
x. New Contract Item #: NS-300-00060 Geogrid (Category 2)
y. New Contract Item #: NS-600-00220 Sawcutting PCC Pavement (Category 2)

Total of Added Work Items = (+\$121,116.14)

- 3. Revise the Following Work Item Quantities:
a. Contract Item #: 202-02-02000 Removal of Asphalt Drives
b. Contract Item #: 202-02-06100 Removal of Concrete Walks and Drives
c. Contract Item #: 202-02-32500 Removal of Portland Cement Concrete Pavement
d. Contract Item #: 203-01-00100 General Excavation
e. Contract Item #: 203-03-00100 Embankment
f. Contract Item #: 203-04-00100 Nonplastic Embankment (Sand)
g. Contract Item #: 203-08-00100 Geotextile Fabric
h. Contract Item #: 204-02-00100 Temporary Hay or Straw Bales
i. Contract Item #: 302-02-08070 Class II Base Course (8" Thick) (CS or RCPP)
j. Contract Item #: 402-01-00100 Traffic Maintenance Aggregate (Vehicular Measurement)
k. Contract Item #: 502-01-00100 Asphalt Concrete
l. Contract Item #: 502-01-00200 Asphalt Concrete, Drives, Turnouts, and Miscellaneous
m. Contract Item #: 502-04-00100 Asphalt Concrete (SMA) Wearing Course
n. Contract Item #: 601-01-00100 Portland Cement Concrete Pavement (8" Thick)
o. Contract Item #: 601-02-00700 PCCP (8" Thick) (Crossovers & Turnouts)
p. Contract Item #: 701-03-01002 Storm Drain Pipe (15" RCP/RVPCP)
q. Contract Item #: 701-03-01102 Storm Drain Pipe (48" RCP/RVPCP)
r. Contract Item #: 702-02-00001 Manhole (Remove & Replace Frame & Cover)
s. Contract Item #: 702-03-00001 Catch Basin (Remove and Replace Frame and Cover)
t. Contract Item #: 702-04-00150 Adjusting Manholes with Manhole Adjustment Rings
u. Contract Item #: 702-04-00200 Adjusting Catch Basins
v. Contract Item #: 706-01-00100 Concrete Walk (4" Thick)
w. Contract Item #: 706-02-00200 Concrete Drive (6" Thick)
x. Contract Item #: 707-01-00100 Concrete Curb (Mountable)
y. Contract Item #: 707-03-00100 Combination Concrete Curb and Gutter
z. Contract Item #: 713-02-00500 Temporary Pavement Markings (24" Width)
aa. Contract Item #: 713-04-01000 Temporary Pavement Markings (Solid) (4" Width)
bb. Contract Item #: 714-01-00600 Slab Sodding (St. Augustine)
cc. Contract Item #: 722-02-00100 Project Site Laboratory
dd. Contract Item #: 726-01-00100 Bedding Material
ee. Contract Item #: 732-01-02080 Plastic Pavement Striping (24" W) (Thermo 125 ml)
ff. Contract Item #: 735-01-00100 Mailboxes
gg. Contract Item #: 735-02-00100 Mailbox Supports (Single)
hh. Contract Item #: NS-300-00060 Geogrid
ii. Contract Item #: NS-500-00300 Saw Cutting Asphaltic Concrete Pavement
jj. Contract Item #: NS-600-00220 Saw Cutting PCC Pavement
kk. Contract Item #: NS-742-00008 Cured-in-Place Sewer Pipe Lining 8 Inch

- ll. Contract Item #: NS-742-00010 Cured-in-Place Sewer Pipe Lining 10 Inch
mm. Contract Item #: NS-742-00012 Cured-in-Place Sewer Pipe Lining 12 Inch
nn. Contract Item #: TS-742-80100 Sewer Line Repair
Total of Change in Work Items Quantity = (-\$ 291,204.48)

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

- 1. Deleted Work Items
a. 202-03-38000 Relocation of Sign (Adjust) - BTE was able to complete construction without interfering with existing signage along project corridor.
b. 202-03-38020 Relocation of Sign Pole - BTE was able to complete construction without interfering with existing signage along project corridor.
c. 204-04-00100 Temporary Sediment Basins - The contractor was able to provide sufficient inlet protection at all locations without use of Temporary Sediment Basins.
d. 204-06-00100 Temporary Silt Fencing - The curbed roadway corridor drained from the foreslope into the corridor and had limited areas of disturbed soil. Using inlet protection, BTE was able to provide erosion control without use of Temporary Silt Fencing.
e. 702-04-00001 Adjusting Miscellaneous Structure (Replace Drainage Grates) - BTE did not have to use Adjust Miscellaneous Structure (Replace Drainage Grates) to complete construction.
f. 713-02-00300 Temporary Pavement Markings (8" Width) - BTE did not need to use Temporary Pavement Markings (8" Width) to maintain traffic control during construction of the project.
g. 714-01-00700 Slab Sodding (Centipede) - Lakewood Dr. had St. Augustine grass standing in its existing condition. The residential and parish preference was that St. Augustine sod be used to replace any areas where grass was damaged due to construction processes.
h. 715-01-00100 Topsoil - BTE did not utilize Topsoil to establish a good stand of grass on disturbed areas.
i. 722-05-00100 Removal of Existing Markings - BTE was able to complete construction without use of Removal of Existing Markings item.
j. 735-03-00100 Mailbox Supports (Double) - BTE did not need Mailbox Supports (Double) to complete construction.
k. 742-02-00100 Adjusting Sanitary Sewer House Connections - BTE did not need Adjusting Sanitary Sewer House Connections to complete construction.
l. 742-03-00100 Adjusting Sanitary Sewer Services Lines - BTE did not need Adjusting Sanitary Sewer Services Lines to complete construction.
2. Add Work Items
a. CI-107-00600 OCP Insurance - BTE incurred cost for the OCP Insurance, the contract specified BTE could receive reimbursement for the cost of the OCP insurance. This is LADOTD Change Order 1.
b. 601-04-00100 Portland Cement Concrete Pavement Coring - LADOTD requires Portland Cement Concrete Pavement Coring for PCC Pavement quantities greater than 2000 SQYD. PCCP Coring item was not included in the design. This added the pay item to cover the cost of the PCC Coring. This is LADOTD Change Order 2.
c. CI-000-10GEN Conflict Box @ 11+60 - A conflict box was required at STA 11+60 in order to resolve a conflict between the proposed extension of the existing drainage system and an existing sewer line. This conflict was not identified in design. This is LADOTD Change Order 5.
d. CI-000-10GEN 18" A2000 Pipe Apple Ct. South - While working on the Apple Ct. South turnout, BTE identified issues with an existing pipe. SCP directed the replacement of the problematic subsurface pipe. The poor quality of the existing pipe was not identified during design. This is LADOTD Change Order 4.
e. CI-000-10GEN 8" A/C Waterline Offset - An offset of an existing 8" waterline was required at the intersection of Lakewood Dr. and W. Heather St. The existing waterline conflicted with a proposed extension of the Lakewood subsurface pipe. This is LADOTD Change Order 7. LADOTD is not participating in coverage.
f. CI-000-20GEN Sewer Explorations - SCP identified persistent existing issues with gravity sewer lines located on the project that were not addressed in the design. This is LADOTD Change Order 11. LADOTD is not participating in coverage.
g. TS-742-01020 Normal Sewer Line Cleaning - The cured-in-place sewer lining item specifications required cleaning of the sewer lines to be done within 6 months of the cured-in-place process. SCP had performed this work during the design of the project which was not within the required 6 month range. This is an item that is part of the LADOTD Change Order 18.
h. TS-742-01010 Television (TV Inspection of Gravity Sewer Mains) - The cured-in-place sewer lining item specifications required video of the sewer lines to be done within 6 months of the cured-in-place process. SCP had performed this work during the design of the project which was not within the required 6 month range. This is an item that is part of the LADOTD Change Order 18.
i. CI-000-20GEN Mobilization for Sewer Inspection and Cleaning - The cured-in-place sewer lining item specifications required cleaning and video of the sewer lines to be done within 6 months of the cured-in-place process. SCP had performed this work during the design of the project which was not within the required 6 month range. The subcontractor who performed the cleaning and video incurred mobilization costs to perform the work. This is an item that is part of the LADOTD Change Order 18.
j. CI-000-20GEN Additional Sewer Explorations - An additional location of problematic gravity sewer lines was identified by SCP for investigation. This issue was not identified during design. This is LADOTD Change Order 13. LADOTD is not participating in coverage.
k. CI-000-20GEN Catch Basin and Connection Pipe @ Texaco Rd. - After paving of the Texaco Rd. and Lakewood Dr. intersection was completed, ponding was consistently observed at the Northwestern corner of the intersection. A catch basin and pipe were installed and connected to the existing system to resolve the ponding. This is LADOTD Change Order 21.
l. CI-000-10GEN New Sewer @ 33+02 - Through the sewer explorations directed by SCP and completed by BTE, corrective action was identified and taken. This action required running new sewer. This is LADOTD Change Order 16. LADOTD is not participating in coverage.
m. CI-000-10GEN Conflict Box @ 30+40 - Through the additional sewer explorations directed by SCP and completed by BTE, additional corrective action was taken. The corrective action required a conflict box @ 30+40. This is LADOTD Change Order 17. LADOTD is not participating in coverage.
n. CI-000-20GEN Yard Drains - Prior to construction some residents had minor drainage systems that drained water from their back yards. The minor system redirected storm water to the Lakewood Dr. subsurface drainage system. These minor systems were not identified during design. BTE replaced the sections of the minor drainage systems that were effected by construction under direction of SCP. This is LADOTD Change Order 20.
o. CI-000-10GEN 18" A2000 Pipe - While working on the Camellia Ct. turnout, BTE identified issues with an existing pipe. SCP directed the replacement of the problematic subsurface pipe. The poor quality of the existing pipe was not identified during design. This is LADOTD Change Order 3.
p. 202-02-32500 Removal of PCC Pavement (Category 2) - While working on the Camellia Ct. and Apple Ct. South turnouts, BTE identified issues with existing pipes. Under the direction of SCP, the pipe and connection were replaced. This required removal and replacement of a panel of roadway. This is a part of LADOTD change orders, 9 & 10. LADOTD is not participating in the funding of this item.
q. 203-01-00100 General Excavation (Category 2) - While working on the Camellia Ct. and Apple Ct. South turnouts, BTE identified issues with existing pipes. Under the direction of SCP, the pipe and connection were replaced. This required removal and replacement of a panel of roadway. This is a part of LADOTD change orders, 9 & 10. LADOTD is not participating in the funding of this item.
r. 203-04-00100 Nonplastic Embankment (Category 2) - While working on the Camellia Ct. and Apple Ct. South turnouts, BTE identified issues with existing pipes. Under the direction of SCP, the pipe and connection were replaced. This required removal and replacement of a panel of roadway. This is a part of LADOTD change orders, 9 & 10. LADOTD is not participating in the funding of this item.
s. 203-08-00100 Geotextile Fabric (Category 2) - While working on the Camellia Ct. and Apple Ct. South turnouts, BTE identified issues with existing pipes. Under the direction of SCP, the pipe and connection were replaced. This required removal and replacement of a panel of roadway. This is a part of LADOTD change orders, 9 & 10. LADOTD is not participating in the funding of this item.
t. 302-02-08070 Class II Base Course (8" Thick) (CS or RCPP) (Category 2) - While working on the Camellia Ct. and Apple Ct. South turnouts, BTE identified issues with existing pipes. Under the direction of SCP, the pipe and connection were replaced. This required removal and replacement of a panel of roadway. This is a part of LADOTD change orders, 9 & 10. LADOTD is not participating in the funding of this item.
u. 601-01-00100 Portland Cement Concrete Pavement (8" Thick) (Category 2) - While working on the Camellia Ct. and Apple Ct. South turnouts, BTE identified issues with existing pipes. Under the direction of SCP, the pipe and connection were replaced. This required removal and replacement of a panel of roadway. This is a part of LADOTD change orders, 9 & 10. LADOTD is not participating in the funding of this item.
v. 702-04-00200 Adjusting Catch Basin (Category 2) - While working on the Camellia Ct. and Apple Ct. South turnouts, BTE identified issues with existing pipes. Under the direction of SCP, the pipe and connection were replaced. This required removal and replacement of a panel of roadway. This is a part of LADOTD change orders, 9 & 10. LADOTD is not participating in the funding of this item.
w. 707-01-00100 Concrete Curb (Category 2) - While working on the Camellia Ct. and Apple Ct. South turnouts, BTE identified issues with existing pipes. Under the direction of SCP, the pipe and connection were replaced. This required removal and replacement of a panel of roadway. This is a part of LADOTD change orders, 9 & 10. LADOTD is not participating in the funding of this item.
x. NS-300-00060 Geogrid (Category 2) - While working on the Camellia Ct. and Apple Ct. South turnouts, BTE identified issues with existing pipes. Under the direction of SCP, the pipe and connection were replaced. This required removal and replacement of a panel of roadway. This is a part of LADOTD change orders, 9 & 10. LADOTD is not participating in the funding of this item.
y. NS-600-00220 Sawcutting PCC Pavement (Category 2) - While working on the Camellia Ct. and Apple Ct. South turnouts, BTE identified issues with existing pipes. Under the direction of SCP, the pipe and connection were replaced. This required removal and replacement of a panel of roadway. This is a part of LADOTD change orders, 9 & 10. LADOTD is not participating in the funding of this item.
3. Revise Work Item Quantities
a. 202-02-02000 Removal of Asphalt Drives - The design quantity for Removal of Asphalt Drives was less than the field measured quantities.
b. 202-02-06100 Removal of Concrete Walks and Drives - The design quantity for Removal of Concrete Walks and Drives was less than field measured quantities.
c. 202-02-32500 Removal of Portland Cement Concrete Pavement - The design quantity for Removal of Portland Cement Concrete Pavement was greater than field measured quantities.
d. 203-01-00100 General Excavation - The design quantity for General Excavation was greater than field measured quantities.
e. 203-03-00100 Embankment - The design quantity for Embankment was less than the field measured quantities.
f. 202-02-02000 Nonplastic Embankment (Sand) - The design quantity for Nonplastic Embankment (Sand) was greater than the field measured quantities.
g. 203-08-00100 Geotextile Fabric - The design quantity for Geotextile Fabric was greater than the field measured quantities.
h. 204-02-00100 Temporary Hay or Straw Bales - The design quantity for Temporary Hay or Straw Bales was greater than the quantity used through the project lifecycle.
i. 302-02-08070 Class II Base Course (8" Thick) (CS or RCPP) - The design quantity for Class II Base Course (8" Thick) (Stone or RCPP) was greater than the field measured quantities.
j. 402-01-00100 Traffic Maintenance Aggregate (Vehicular Measure) - The design quantity for Traffic Maintenance Aggregate (Vehicular Measure) was less than the field measured quantities. Maintaining access to a significant number of drives throughout the construction of the project required more Traffic Maintenance Aggregate than was allotted during design.
k. 502-01-00100 Asphalt Concrete - The design quantity for Asphalt Concrete was less than the field measured quantities.
l. 502-01-00200 Asphalt Concrete, Drives, Turnouts, and Misc. - The design quantity for Asphalt Concrete Drives, Turnouts, and Misc. was greater than the field measured quantities.
m. 502-04-00100 Asphalt Concrete (SMA) Wearing Course - The design quantity for Asphalt Concrete was less than the field measured quantities.
n. 601-01-00100 Portland Cement Concrete Pavement (8" Thick) - The design quantity for Portland Cement Concrete Pavement (8" Thick) was less than the field measured quantities.
o. 601-02-00700 Portland Cement Concrete Pavement (8" Thick) (Crossovers and Turnouts) - The design quantity for PCCP (8" Thick) (Crossovers and Turnouts) was greater than the field measured quantities.
p. 701-03-01002 Storm Drain Pipe (15" RCP/RVPCP) - The design quantity for Storm Drain Pipe (15" RCP/RVPCP) was less than the field measured quantities.
q. 701-03-01102 Storm Drain Pipe (48" RCP/RVPCP) - The design quantity for Storm Drain Pipe (48" RCP/RVPCP) was greater than the field measured quantities. This was caused by the need for a conflict box located at 11+60. The conflict box was added through Change Order #5.
r. 702-02-00001 Manhole (Remove & Replace Frame & Cover) - The design quantity for Manhole (Remove & Replace Frame & Cover) was greater than the field measured quantities.
s. 702-03-00001 Catch Basin (Remove & Replace Frame & Cover) - The design quantity for Catch Basin (Remove & Replace Frame & Cover) was greater than the field measured quantities.
t. 702-04-00150 Adjusting Manholes with Manhole Adjustment Rings - The design quantity for Adjusting Manholes with Manhole Adjustment Rings was greater than the field measured quantities.
u. 702-04-00200 Adjusting Catch Basins - The design quantity for Adjusting Catch Basins was less than the field measured quantities. Practically every catch basin on the project required adjustment during construction.
v. 706-01-00100 Concrete Walk (4" Thick) - The design quantity for Concrete Walk (4" Thick) was less than the field measured quantities.

- w. 706-02-00200 Concrete Drive (6" Thick) - The design quantity for Concrete Drives (6" Thick) was less than the field measured quantities.
- x. 707-01-00100 Concrete Curb (Mountable) - The design quantity for Concrete Curb (Mountable) was less than the field measured quantities.
- y. 707-03-00100 Combination Concrete Curb and Gutter - The design quantity for Combination Concrete Curb and Gutter was less than the field measured quantities.
- z. 713-02-00500 Temporary Pavement Markings (24" Width) - The design quantity for Temporary Pavement Markings (24" Width) was greater than the field measured quantities.
- aa. 713-04-01000 Temporary Pavement Markings (Solid) (4" Width) - The design quantity for Temporary Pavement Markings (Solid) (4" Width) was greater than the field measured quantities.
- bb. 714-01-00600 Slab Sodding (St. Augustine) - The design quantity for Slab Sodding (St. Augustine) was less than the field measured quantity. Parish and resident preference was to place St. Augustine sod which removed the ability to use another sod pay item included in the design.
- cc. 722-02-00100 Project Site Laboratory - The Project Site Laboratory was provided by BTE for approximately half the length of the project. BTE was directed to remove the Project Site Laboratory because the Laboratory could not be functionally utilized due to the nature of the organization of the CE&I for the project. St. Charles Parish utilized a third-party testing group to handle sampling for the project. The third-party testing group did not utilize the Laboratory to process their samples or perform testing. BTE did incur costs providing the Laboratory before being informed the Laboratory should be removed from the project site.
- dd. 726-01-00100 Bedding Material - The design quantity for Bedding Material was greater than the field measured quantities.
- ee. 732-01-02080 Plastic Pavement Striping (24" W) (Thermo 125 mil) - The design quantity for the project did not include stop bars located at the Birch Street and Lakewood Dr. Intersection. The design quantity for Plastic Pavement Striping (24" W) (Thermo 125 mil) was less than the field measured quantity.
- ff. 735-01-00100 Mailboxes - The design quantity for Mailboxes was greater than the field measured quantities.
- gg. 735-02-00100 Mailbox Supports (Single) - The design quantity for Mailbox Supports (Single) was greater than the field measured quantities.
- hh. NS-300-00060 Geogrid - The design quantity for Geogrid was greater than the field measured quantities.
- ii. NS-500-00340 Saw Cutting Asphaltic Concrete Pavement - The design quantity for Saw Cutting Asphaltic Concrete Pavement was less than the field measured quantities.
- jj. NS-600-00220 Saw Cutting PCC Pavement - The design quantity for Saw Cutting PCC Pavement was less than the field measured quantities.
- kk. NS-742-00008 Cured-in-Place Sewer Pipe Lining 8 Inch - The design quantity for Cured-in-Place Sewer Pipe Lining 8 Inch was less than the field measured quantities.
- ll. NS-742-00010 Cured-in-Place Sewer Pipe Lining 10 Inch - The design quantity for Cured-in-Place Sewer Pipe Lining 10 Inch was less than the field measured quantities.
- mm. NS-742-00012 Cured-in-Place Sewer Pipe Lining 12 Inch - The design quantity for Cured-in-Place Sewer Pipe Lining 12 Inch was less than the field measured quantities.
- nn. TS-742-80100 Sewer Line Point Repair - A mistake was made between development of final plans and LADOTD entering quantities into their systems. SKA had listed a 4 EACH item total for Sewer Line Point Repair. A quantity of 80 was listed in the contract for Lakewood Dr. Reconstruction Project.

Attachments: (List documents supporting change)

CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT TIMES:	
Original Contract Price	\$ 5,979,591.63	Original Contract Times:	Substantial Completion: Ready for final payment: (days or dates)
Net Increase (Decrease) from previous Change Orders No. ___ to ___:	\$ 0.00	Net change from previous Change Orders No. ___ to ___:	Substantial Completion: Ready for final payment: (days or dates)
Contract Price prior to this Change Order:	\$ 5,979,591.63	Contract Times prior to this Change Order:	Substantial Completion: Ready for final payment: (days or dates)
Net Increase (decrease) of this Change Order:	\$ (622,252.34)	Net increase (decrease) this Change Order:	Substantial Completion: Ready for final payment: (days or dates)
Contract Price with all approved Change Orders:	\$ 5,357,339.29	Contract Times with all approved Change Orders:	Substantial Completion: Ready for final payment: (days or dates)

RECOMMENDED: *[Signature]* APPROVED: *[Signature]* ACCEPTED: *[Signature]*
 By: *[Signature]* By: *[Signature]* By: *[Signature]*
 OWNER (Authorized Signature) OWNER (Authorized Signature) CONTRACTOR (Authorized Signature)
 Date: 8-11-25 Date: 9/28/25 Date: 8-18-25

That pursuant to the above related Ordinance, St. Charles Parish, through its governing authority, the St. Charles Parish Council, does hereby abandon and revoke the Drainage Right of Way granted in favor of St. Charles Parish on November 6, 1998, recorded in COB 546, folio 828 of the official records in the Clerk of Court for St. Charles Parish, by J. B. Levert Land Co. as set out in the following described property:

A CERTAIN PIECE OR PORTION OF GROUND situated on the West Bank of the Mississippi River, in the State of Louisiana, Parish of St. Charles, Section 25, Township 13 South, Range 21 East, portion of Davis Plantation, designated as DRAINAGE RIGHT OF WAY and more fully described as follows:

Begin at the intersection of the northerly line of 100' Southern Pacific Railroad Right of Way and the westerly property line of J.B. Levert Co. Tract, said points having coordinates of North 455,285.65 and East 2,314,275.34, the point of beginning. Measure thence from the point of beginning along said westerly line of J. B. Levert Land Co. Tract N14°56'43"E a distance of 3340.00'; thence S75°03'17"E a distance of 80.00'; thence S14°56'14"W a distance of 340.00'; thence S04°56'14"W a distance of 86.31'; thence S14°56'43"W a distance of 2070.00'; thence S17°57'36"E a distance of 101.24'; thence S14°56'43"W a distance of 100.00'; thence S56°26'30"W a distance of 173.57'; thence S14°56'43"W a distance of 390.00'; thence S75°03'17"E a distance of 43.51'; thence N72°05'05"E a distance of 2640.02'; thence S17°54'55"E a distance of 75.00' to a point on the northerly line of 100' Southern Pacific Railroad Right of Way; thence along said northerly line S72°05'05"W a distance of 2781.93' to a point on the westerly property line of J.B. Levert Land Co. Tract, the point of beginning.

As more fully shown on Drainage Right of Way Plan by Krebs, LaSalle, LeMieux Consultants, Inc. dated May 25, 1998.

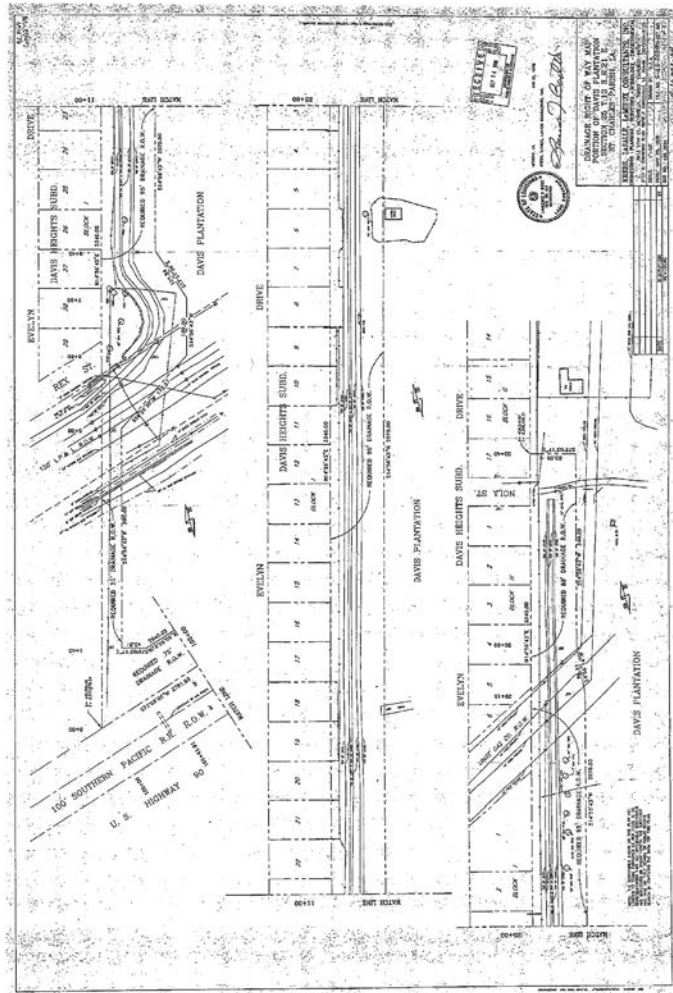
NOW THEREFORE, ST. CHARLES PARISH, has duly determined in the above related Ordinance that the drainage servitude no longer serves a public purpose and that it is in the best interest of St. Charles Parish to revoke and abandon all of its rights in and to the drainage servitude as described above formerly owned by J. B. Levert Land, Co. and now currently owned by IMTT Luling, LLC pursuant to an Act of Sale recorded at Instrument No. 477372.

Further, that pursuant to LA R.S. 48-701 et seq, and the St. Charles Parish Code of Ordinances Chapter 2, Section 2-4(c) the revocation of the dedicated property is made unto the present owners of the land contiguous thereto.

THUS DONE AND SIGNED this ___ day of _____, 2025 in the Parish of St. Charles, State of Louisiana in the presence of the undersigned named competent witnesses and me, Notary, after a reading of the whole.

WITNESSES: _____ ST. CHARLES PARISH
 _____ BY: _____
 _____ MATTHEW JEWELL
 _____ PARISH PRESIDENT

NOTARY PUBLIC



2025-0267
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT (DEPARTMENT OF PUBLIC WORKS)
ORDINANCE NO. 25-9-4
 An ordinance to revoke and abandon the Drainage Right of Way along Davis Plantation granted by J. B. Levert Land Company, Inc. to St. Charles Parish on November 6, 1998.

WHEREAS, the Drainage Right of Way Map, Portion of Davis Plantation, Section 25, T.13 S., R.21 E, St. Charles Parish, LA, dated May 25, 1998, depicts a drainage right-of-way along the eastern border of Davis Heights Subdivision and northern border Southern Pacific Railroad (also known as BNSF Railroad) Right of Way; and,

WHEREAS, the Drainage Right of Way was intended to provide access to the Evelyn Drive Canal that stretches from BNSF Railroad to Union Pacific (UP) Railroad, which accepts the discharge from Nola Drainage Pump Station, and the canal running parallel to the BNSF Railroad that directs water from the Davis Barton Pump Station to the Davis Barton Pump Station Discharge Canal, both discharges ending up in Garland Canal being pumped by the Davis Diversion Drainage Pump Station; and,

WHEREAS, the 1998 Drainage Right of Way did not extend north of Nola Street, therefore did not provide access to the entire length of Evelyn Drive Canal; and,

WHEREAS, the 1998 Drainage Right of Way runs parallel to BNSF Railroad along Highway 90 and extends far beyond the area needed for maintenance, as St. Charles Parish only needs approximately 750 linear feet; and,

WHEREAS, the current owner, IMTT Luling, LLC, has granted St. Charles Parish a new and revised drainage servitude that corrects the deficiencies noted about with the 1998 Drainage Right of Way which the new servitude is recorded with the St. Charles Parish Clerk of Court under Instrument No. 491011; and,

WHEREAS, St. Charles Parish wishes to revoke and abandon said 1998 Drainage Right of Way pursuant to Chapter 2, Article I, Section 2-4 of the Code of Ordinances, as said property is no longer needed for public purposes.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:
SECTION I. That St. Charles Parish revokes and abandons all of its rights in and to the 1998 Drainage Right of Way as shown in the attached revocation.
SECTION II. That the Parish President is hereby authorized to execute an Act of Revocation and such other documents deemed necessary to carry out the intent of this ordinance.
 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 22nd day of September, 2025, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: *[Signature]*
 SECRETARY: *[Signature]*
 DLVD/PARISH PRESIDENT: *[Signature]* September 23, 2025
 APPROVED: _____ DISAPPROVED: _____
 PARISH PRESIDENT: *[Signature]*
 RETD/SECRETARY: *[Signature]* September 26, 2025
 AT: 10:12 am RECD BY: *[Signature]*

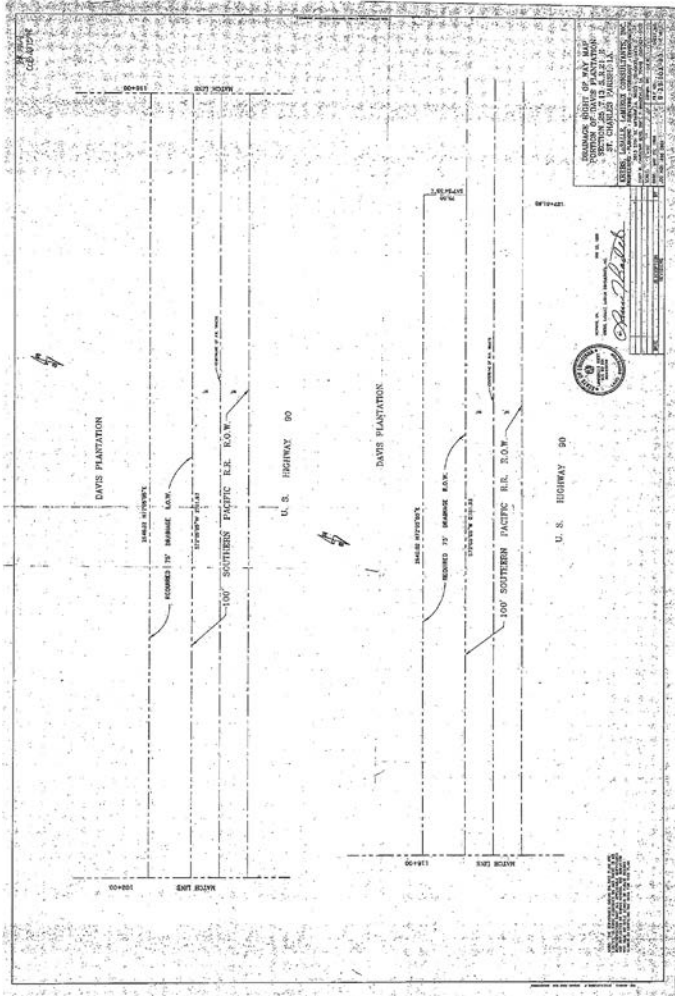
ACT OF REVOCATION UNITED STATES OF AMERICA
 BY: ST. CHARLES PARISH STATE OF LOUISIANA
 OF: DRAINAGE SERVITUDE PARISH OF ST. CHARLES
 IN FAVOR OF: IMTT LULING, LLC

BE IT KNOWN, that on this ___ day of _____, 2025.

BEFORE the undersigned Notary Public, duly commissioned and qualified in and for the Parish of St. Charles and State of Louisiana, therein residing, and in the presence of two competent witnesses hereinafter names and undersigned;

PERSONALLY CAME AND APPEARED:

ST. CHARLES PARISH, a political subdivision of the State of Louisiana, herein represented by its Parish President, Matthew Jewell, whose mailing address is P.O. Box 302, Hahnville, LA 70057; authorized pursuant to Ordinance No. 25-9-4 adopted by the St. Charles Parish Council on the 22nd day of September, 2025, a certified copy of which is attached hereto and made a part hereof;



2025-0268

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

ORDINANCE NO. 25-9-5

An ordinance approving and authorizing the execution of a Contract with Anders Construction, Inc. for the Raw Water Intake Structure Access Bridge Pile Replacement (Project No. WWKS 112), in the amount of \$201,670.00.

WHEREAS, Ordinance No. 22-8-2 adopted on August 15, 2022, by the St. Charles Parish Council, approved and authorized the execution of a Professional Services Agreement with Providence Engineering and Environmental Group, LLC, to perform engineering services for the Raw Water Intake Structure Pile Bent Replacement Project (Project No. WWKS 112), in the not to exceed amount of \$86,800.00; and,

WHEREAS, sealed bids were received by the Parish on August 1, 2025, for the Raw Water Intake Structure Access Bridge Pile Replacement (Project No. WWKS 112); and,

WHEREAS, Providence Engineering has reviewed the bids and recommend that the Contract be awarded to the lowest responsible and responsive bidder, Anders Construction, Inc. in the amount of \$201,670.00.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the bid of Anders Construction, Inc. for the Raw Water Intake Structure Access Bridge Pile Replacement (Project No. WWKS 112), in the amount of \$201,670.00 be hereby approved and accepted.

SECTION II. That the Parish President is hereby authorized to execute the 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, PONSECA, WILSON, SKIBA, PILIE, COMARDELLE,
O'DANIELS, FISHER, DEBRULER
NAYS: NONE
ABSENT: NONE

And the ordinance was declared adopted this 22nd day of September, 2025, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: *Holly Fonseca*
SECRETARY: *Michelle Dupastah*
DLVD/PARISH PRESIDENT: *September 23, 2025*
APPROVED: DISAPPROVED:

PARISH PRESIDENT: *Matthew Jewell*
RET/SECRETARY: *September 26, 2025*
AT: 10:12am RECD BY: *[Signature]*

SECTION 00500

CONTRACT

This agreement entered into this _____ day of _____, 2025, by Anders Construction, Inc. hereinafter called the "Contractor", whose business address is 2333 Brooklyn Avenue, Harvey, Louisiana, 70058, and the St. Charles Parish Government, Department of Water Works, hereinafter called the "Owner".

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

ARTICLE 1

STATEMENT OF WORK

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

Project Name: Raw Water Intake Structure Access Bridge Pile Replacement

Project No.: WWKS 112

1.02 The abovementioned work shall be completed in strict accordance with Contract Documents prepared by Providence Engineering and Environmental Group LLC, 1297 St. Charles Street, Suite H, Houma, Louisiana, 70360.

1.03 It is recognized by the parties herein that said Contract Documents including by way of example and not of limitation, the Drawings and Specifications dated May 14, 2025, Addenda Numbers 1, 2, 3, 4, and 5, the Instruction to Bidders, Supplemental Instructions to Bidders, Louisiana Uniform Public Works Bid Form, General Conditions, Supplementary Conditions (if applicable), any Addenda thereto, impose duties and obligations upon the parties herein, and said parties hereby agree that they shall be bound by said duties and obligations. For these purposes, all of the provisions contained in the aforementioned Contract Documents are incorporated herein by reference with the same force and effect as though said Contract Documents were herein set out in full.

1.04 The Work is generally described as follows: The project involves the replacement of nine existing timber piles with nine new steel piles. The timber piles will be cut two feet below ground level, and new steel piles will be installed to cap the remaining timber piles. Approximately 810 cubic yards (cy) of material will be excavated to remove the existing piles and prepare the site for the new steel piles. The excavated spoil will be temporarily sidecast, reused as backfill, and compacted immediately upon project completion.

ARTICLE 2

ENGINEER

2.01 The Project has been designed by Providence Engineering and Environmental Group LLC, 1297 St. Charles Street, Suite H, Houma, Louisiana, 70360, who is hereinafter called "Engineer" and who will assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3

CONTRACT TIME

3.01 The Contractor shall complete the Work under the Contract within 30 calendar days from the date stated in the Notice to Proceed.

ARTICLE 4

LIQUIDATED DAMAGES

4.01 Owner and Contractor recognize that the Owner will suffer direct financial loss if Work is not completed within the Contract Time specified plus any extensions thereof allowed in accordance with these General Conditions of this Contract, and therefore, time is of the essence. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Contractor and Surety agree to forfeit and pay Owner Five Hundred Dollars and No Cents (\$500.00) per day as Liquidated Damages for delay (but not as a penalty). Such Liquidated Damages will be assessed for each calendar day that expires after the Contract Time. This amount represents a reasonable estimate of Owner's expenses for extended delays and the costs associated therein. This provision shall be effective between the parties ipso facto and without demand or putting in default, it being specifically agreed that the Contractor by his mere failure to complete the work on or before the date specified shall be deemed in default.

ARTICLE 5

CONTRACT PRICE

5.01 The Owner will pay, and the Contractor will accept in full consideration for the performance of the Contract the sum of:
a) (\$201,670.00) Two Hundred One Thousand, Six Hundred Seventy Dollars and No Cents based on unit prices specified within this contract document. Contract price is firm and subject only to modification by written Change Order agreed to and signed by both parties and the Engineer and approved by the St. Charles Parish Council.

ARTICLE 6

PAYMENT PROCEDURES

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

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

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

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

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

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

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

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

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

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

ARTICLE 7

CONTRACTOR'S REPRESENTATIONS

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

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

7.03 Contractor has studied carefully all reports of explorations and tests of subsurface physical conditions and drawings of physical conditions which are identified in the Information Available to Bidders and as provided in the General Conditions.

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

ARTICLE 8

CONTRACT DOCUMENTS

8.01 The following Contract Documents, which comprise the entire Agreement between Owner and Contractor, are all hereby made a part of that Agreement to the same extent as if incorporated herein in full:

- a) Contract (Section 00500)
- b) Payment Bond (Section 00610)
- c) Performance Bond (Section 00611)
- d) Insurance Certificates
- e) Advertisement for Bids (Section 00010)
- f) Louisiana Uniform Public Works Bid Form (Section 00300)
- g) Addenda (Numbers 1, 2, 3, 4, and 5, inclusive)
- h) Contract documents bearing the general title "Raw Water Intake Structure Access Bridge Pile Replacement, Project No. WWKS 112", dated May 14, 2025.

- i) Drawings, consisting of a cover sheet dated May 14, 2025, and the sheets listed on Drawing Sheet No. G1; each sheet bearing the following general title "Raw Water Intake Structure Access Bridge Pile Replacement, Parish Project No. WWKS 112".
- j) General Conditions (Section 00700)
- k) Supplementary Conditions (Section 0800) (*not applicable*)

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

ARTICLE 9

MISCELLANEOUS

- 9.01 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and, unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents. Notwithstanding the foregoing the Owner may assign this contract to the State of Louisiana or any political subdivision, municipality, special district or authority thereof without Contractor's consent and without recourse.
- 9.02 Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 9.03 It is hereby agreed and understood by the parties hereto that any and all disputes that may result in litigation shall be litigated in the 29th Judicial District Court for the Parish of St. Charles.
- 9.04 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.

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

OWNER:
St. Charles Parish Government
Department of Water Works
Luling, Louisiana

CONTRACTOR:
Anders Construction, Inc.
Harvey, Louisiana

By: _____
Matthew Jewell, Parish President

By: _____
John Anders, President

ATTEST:
By: _____

ATTEST:
By: _____
Title: *Office Manager*

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 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.

2025-0269
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)

ORDINANCE NO. 25-9-6
An ordinance approving and authorizing the execution of a Professional Services Agreement with Digital Engineering & Imaging, Inc., to perform engineering services for Road Maintenance Manuals 2026 (Project No. P250703), in the not to exceed amount of \$124,104.24.

WHEREAS, St. Charles Parish desires to update the parish road manuals which are used to prioritize road maintenance for the Parish Transportation Fund; and,
WHEREAS, the Road Maintenance Program requires engineering services to inspect and rate all streets within St. Charles Parish; and,
WHEREAS, St. Charles Parish desires to add the evaluation and rating of railroad crossings throughout St. Charles Parish to this program; and,
WHEREAS, the Professional Services Agreement between St. Charles Parish and Digital Engineering & Imaging, 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 Digital Engineering & Imaging, Inc. to perform engineering services for Road Maintenance Manuals 2026 (Project No. P250703) in the not to exceed amount of \$124,104.24 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 22nd day of September, 2025, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: *Healy Gonzalez*
SECRETARY: *Michelle Saporata*
DLVD/PARISH PRESIDENT: *September 23, 2025*

APPROVED: _____
DISAPPROVED: _____
PARISH PRESIDENT: *Matthew Jewell*
RETD/SECRETARY: *September 26, 2025*
AT: *10:12 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 DIGITAL ENGINEERING & IMAGING, 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 Road Maintenance Manuals 2026, Parish Project No. P250703.

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:

Road Maintenance Manuals 2026
Parish Project No. P250703

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 event occurs first.

12.0 NON-APPROPRIATION CLAUSE

Notwithstanding any other provision of this AGREEMENT, if the Owner does not receive the sufficient funds to fund this AGREEMENT and other obligations of St. Charles Parish, if funds are de-appropriated, or if the Owner does not receive legal authority to expend funds from the St. Charles Parish Council, then the Owner is not obligated to make payment under this AGREEMENT.

13.0 INSURANCE

- 13.1 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.
- 13.2 The CONSULTANT shall also secure and maintain at his expense professional liability insurance in the unencumbered sum of \$1,000,000.00.
- 13.3 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.
- 13.4 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.
- 13.5 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.
- 13.6 St Charles Parish shall be named as an additional insured on general liability insurance policies.
- 13.7 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.
- 13.8 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.
- 13.9 The Worker's Compensation Policy Territory Coverage must include Louisiana.

14.0 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.

15.0 WARRANTY

- 15.1 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.
- 15.2 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.
- 15.3 The obligations expressed in Section 14 above in no way limit the Consultant's obligations expressed elsewhere in this Contract.

16.0 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.

17.0 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).

18.0 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.

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.

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

DIGITAL ENGINEERING & IMAGING, INC.	ST. CHARLES PARISH
By: _____	By: _____
Name: Frank Liang	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

ATTACHMENT "A"

Road Maintenance Manuals 2026
Parish Project No. P250703

Project Scope:

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

Consultant is to perform inspections of all Parish roads and railroad crossings, including crossings on state routes. Consultant will update the Parish Road Manuals and Database with inspection data and add any new streets created since 2019.

Consultant shall also provide a preliminary report for comment and complete the project with a final report. Report details shall include summaries of streets for each district and the following for each street; estimated cost, priority, condition rating (very poor, poor, fair, good, excellent), and any historical maintenance information.

CONCEPTUAL PHASE - N/A

Upon written authorization from OWNER, CONSULTANT shall:

- a. Consult with OWNER to define and clarify OWNER's requirements for the Project, including design objectives and constraints, permits, capacity and performance requirements, flexibility, expandability, and any budgetary limitations, and identify available data, reports, facilities plans, site evaluations, etc.; required for design.
- b. Identify potential solution(s) to meet OWNER's Project requirements, as needed. Study and evaluate the potential solution(s) to meet OWNER's Project requirements.
- c. Visit the Site, or potential Project sites, as needed, to review existing conditions and facilities.
- d. Develop a scope of work for additional professional services (i.e. survey, geotech, etc.) necessary for design.
- e. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and CONSULTANT's recommended solution(s). For each recommended solution, CONSULTANT will provide the following, to include; but not limited to:
 - 1. Opinion of probable Construction Cost;
 - 2. The estimated total costs of design, professional, and related services to be provided by CONSULTANT and its SUBCONSULTANTS;
 - 3. A tabulation of other items and services included within the definition of Total Project Costs.
- f. Furnish three review copies of the Report to OWNER as well as submitting electronically to appropriate parties specified by OWNER. CONSULTANT's services under the Conceptual Phase will be considered complete on the date when CONSULTANT has delivered to OWNER the final Conceptual Report.

PART 1 - BASIC SERVICES

A. PRELIMINARY DESIGN PHASE

Upon written acceptance by OWNER of the Conceptual Report, selection by OWNER of a recommended solution, and upon written authorization from OWNER, CONSULTANT shall:

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

B. FINAL DESIGN PHASE

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

- a. Prepare Final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by CONTRACTOR.
- b. These Drawings shall include locations of all utilities affected, with ownership and rights-of-way where required. The existing and ownership of any existing utilities shall be determined by contacting each utility provider in writing to obtain such records as may be available and information from the survey. Coordinate with said utility companies on the adjustment, relocation, or removal of existing utility lines and structures within the project that are in conflict with the proposed improvements.

- c. Visit the Site as needed to assist in preparing the Final Drawings and Specifications.
- d. Prepare necessary applications for permits for submission for approval of local, state, and federal authorities.
- e. Prepare a detailed Final Cost Estimate.
- f. Furnish for review by OWNER three copies of the Final Drawings, Specifications, and Cost Estimate as well as submitting electronically to appropriate parties specified by OWNER. OWNER shall submit to CONSULTANT any comments regarding the furnished items, and any instructions for revisions. CONSULTANT's services under the Final Design Phase will be considered complete on the date when CONSULTANT has delivered to OWNER the Final Drawings, Specifications, and Cost Estimate.

C. BID PHASE - N/A

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

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

D. CONSTRUCTION PHASE - N/A

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

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

PART 2 – ADDITIONAL SERVICES

A. SURVEY - N/A

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

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

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

Data Collection and Processing:

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

Project Control:

1. Information on project control monuments that are applicable to the survey/project limits shall be provided by contractors, designers, engineers, or surveyors. This documentation should be labeled or clearly defined as Datum and Control.
2. Monument documentation must include source documentation such as Report of Survey Mark or NGS (National Geodetic Survey) Data Sheet and should remain in its original format as well as retain its original name as provided by the source. Monument maps may be scanned and the electronic scan treated as the source. PDF is the preferred format for scanned monument maps, although jpg and tif files are also acceptable.

3. All existing monuments used in the establishment of the project control network must have documentation as described above.
4. The Surveyor shall acquire the elevation and datum of all bench marks to be used in the survey. The elevation used shall be based on the updated NAD83 and NAVD88 reference datums.

Survey Data Deliverables:

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

B. GEOTECHNICAL INVESTIGATION - N/A

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

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

C. PERMITTING - N/A

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

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

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

D. RESIDENT PROJECT REPRESENTATIVE (RPR) - N/A

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

The duties and responsibilities of the RPR are as follows:

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

- c. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by CONTRACTOR.
- d. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of OWNER or CONTRACTOR.

ATTACHMENT "B"

Road Maintenance Manuals 2026
Parish Project No. P250703

Project Schedule:

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

	Number of Days to Complete
Road Inspections and updates to Road Manuals	90
Preliminary Report	60
Final Report	30

Time for Completion

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

ATTACHMENT "C"

Road Maintenance Manuals 2026
Parish Project No. P250703

OWNER shall pay CONSULTANT a Not to Exceed amount of \$124,104.24 to complete the updates for the 2026 Road Maintenance Manuals.

The breakdown of CONSULTANT's basic services for updates to the Road Maintenance Manuals, if authorized, set forth in Attachment A as follows:

1. Inspection	\$56,520.00
2. Manual/Database Updates	\$45,577.00
3. Reports	\$20,997.50
4. Travel Reimbursement	\$1,009.74

- a) 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.
- b) The amounts billed for CONSULTANT's services under this Agreement will be based on the cumulative hours charged to the Project during the billing period by each class of CONSULTANT's employees times Standard Hourly Rates for each applicable billing class, plus CONSULTANT's SUBCONSULTANT's charges.
- c) The Standard Hourly Rates charged by CONSULTANT constitute full and complete compensation for CONSULTANT's services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include CONSULTANT's SUBCONSULTANT's charges.
- d) CONSULTANT's Standard Hourly Rates are attached to this Agreement as Attachment C-1.

Attachment C-1



2025/26 DIGITAL ENGINEERING BASIC RATE SCHEDULE

Labor Category	Billing Rate
Principal Officer	\$290.00
Principal Engineer	\$260.00
Sr. Professional Engineer	\$250.00
Supervising Professional Engineer	\$225.00
Professional Engineer III	\$195.00
Professional Engineer II	\$170.00
Professional Engineer I	\$155.00
Engineering Intern II	\$130.00
Engineering Intern I	\$120.00
Graduate Engineer	\$105.00
Sr. Project Manager - non Engineer	\$185.00
Project Manager - non Engineer	\$165.00
Sr. Technician/Designer	\$155.00
GIS Manager	\$180.00
Sr. GIS Technician	\$165.00
GIS Technician	\$120.00
CAD Technician II	\$135.00
CAD Technician I	\$115.00
Sr. Construction Manager	\$170.00
Construction Manager	\$120.00
Sr. Construction Inspector	\$115.00
Construction Inspector	\$100.00
Controller	\$190.00
Sr. Accountant	\$120.00
Sr. Project Administrator	\$120.00
Project Administrator	\$110.00
Administrative / Clerical II	\$85.00
Administrative / Clerical I / Student Intern	\$65.00

2025-0270

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

ORDINANCE NO: 25-9-7

An ordinance approving and authorizing the execution of Amendment No. 2 to Ordinance No. 21-8-16, which approved the Professional Services Agreement with Duplantis Design Group (DDG), to perform additional engineering services for the Des Allemands Boat Launch (Project No. P210705), to include construction administration and inspection for the construction of the actual Boat Launch, increasing the contract by \$394,440.19, for an overall value of \$1,004,796.19.

WHEREAS, Ordinance No. 21-4-2 adopted on April 5, 2021, by the St. Charles Parish Council, approved and authorized the execution of an Act of Donation by and between Chevron U.S.A. Inc. and St. Charles Parish for certain parcel of land comprising of approximately 109.8 acres for the purpose of a boat launch and park along Bayou Des Allemands; and,

WHEREAS, Ordinance No. 21-8-16 adopted on August 23, 2021, by the St. Charles Parish Council, approved and authorized the execution of a Professional Services Agreement with Duplantis Design Group (DDG), to perform engineering services for a Des Allemands Boat Launch (Project No. P210705); and,

WHEREAS, Ordinance No. 23-7-16 adopted on July 31, 2023, by the St. Charles Parish Council, approved and authorized the execution of a Cooperative Endeavor Agreement between St. Charles Parish and the Lafourche Basin Levee District relative to a levee lift for the Sunset Drainage District within the West Bank Hurricane Protection Levee System (Project A) and access roadway and surcharge area for a future boat ramp located on property known as Des Allemands Boat Launch (Project B); and,

WHEREAS, Ordinance No. 24-10-3 on October 21, 2024, by the St. Charles Parish Council, approved and authorized the execution of an Amendment No. 1 to Ordinance No. 21-8-16, which approved the Professional Services Agreement with Duplantis Design Group (DDG), to perform engineering services for the Des Allemands Boat Launch (Project No. P210705), to reallocate funds for the current and future boat launch project phases, resulting in no increase in contract price or time; and,

WHEREAS, the Des Allemands Boat Launch plans and specifications have been completed by Duplantis Design Group (DDG) and St. Charles Parish is ready to bid the project, therefore funds for Construction Administration and Resident Project Representative (RPR) need to be added to the contract; and,

WHEREAS, St. Charles Parish and Duplantis Design Group (DDG) have mutually agreed on a not to exceed price of \$394,440.19 to complete the work, increasing the overall contract value to \$1,004,796.19, as described in Amendment No. 2.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Amendment No. 2 to the Professional Services Agreement between St. Charles Parish and Duplantis Design Group (DDG), for the Des Allemands Boat Launch (Project No. P210705), to increase the contract by \$394,440.19 for an overall value of \$1,004,796.19, 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 this 22nd day of September, 2025, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Matthew Jewell
SECRETARY: Michelle Comardelle
DLVD/PARISH PRESIDENT: September 23, 2025
APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell
RET/SECRETARY: September 26, 2025
AT: 10:12 am RECD BY: [Signature]

**AMENDMENT NO. 2
TO
PROFESSIONAL SERVICES AGREEMENT
FOR DES ALLEMANDS BOAT LAUNCH**

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

DUPLANTIS DESIGN GROUP (DDG), represented herein by Thomas H. Buckel, duly authorized by Corporate Resolution attached hereto (hereafter sometimes referred to as "CONSULTANT");

WHEREAS, On April 5, 2021, the St. Charles Parish Council adopted Ordinance No. 21-4-2 approving and authorizing the execution of an Act of Donation by and between Chevron U.S.A. Inc. and St. Charles Parish, for a certain parcel of land comprising of approximately 109.8 acres, for the purpose of a boat launch and park along Bayou Des Allemands; and,

WHEREAS, On August 23, 2021, the St. Charles Parish Council adopted Ordinance No. 21-8-16 approving and authorizing an Agreement between St. Charles Parish and Duplantis Design Group, for the design of the Des Allemands Boat Launch (Project No. P210705), in the not to exceed amount of \$610,356.00; and,

WHEREAS, On July 31, 2023, the St. Charles Parish Council adopted Ordinance No. 23-7-16 approving and authorizing the execution of a Cooperative Endeavor Agreement between St. Charles Parish and the Lafourche Basin Levee District relative to a levee lift for the Sunset Drainage District within the West Bank Hurricane Protection Levee System (Project A) and access roadway and surcharge area for a future boat ramp located on property known as Des Allemands Boat Launch (Project B); and,

WHEREAS, On October 21, 2024, the St. Charles Parish Council adopted Ordinance No. 24-10-3 approving and authorizing Amendment No. 1 to the Agreement between St. Charles Parish and Duplantis Design Group, for the reallocation of funds to account for the construction of the Boat Launch road separate from the Boat Launch itself, for the Des Allemands Boat Launch (Project No. P210705), resulting in no increase in contract price or time; and,

WHEREAS, Boat Launch plans and specifications have been completed by Duplantis Design Group and St. Charles Parish is ready to bid the project, therefore funds for Construction Administration and Resident Project Representative (RPR) need to be added to the contract; and,

WHEREAS, St. Charles Parish and Duplantis Design Group (DDG) have mutually agreed on a not to exceed price of \$394,440.19 to complete the work, increasing the overall contract value to \$1,004,796.16.

Changes to the Contract Attachments are as follows:

ATTACHMENT "A"

Add the following Supplemental Services below:

Subconsultant (YKH) – YKH is a Mechanical, Electrical and Plumbing (MEP) subconsultant for Duplantis Design Group (DDG). YKH will be attending the pre-construction meeting, reviewing shop drawings and submittals regarding MEP work, evaluating change orders and RFIs regarding MEP work, assessing pay apps with MEP work and final inspection of MEP systems. This scope of work is minimal to the overall Construction Administration task and will be billed as a percentage of the lump sum detailed in Attachment C.

Subconsultant (Eustis Engineering) – Eustis is a Geotechnical Firm that will be providing pile inspection services during construction. Eustis will inspect quality and treatment of the timber piles and provide a technician to log the installation of the piles by the contractor. This scope of work is minimal to the overall Construction Administration task and will be billed as a percentage of the lump sum detailed in Attachment C.

ATTACHMENT "B"

No Change

ATTACHMENT "C"

Delete entire Attachment "C" and replace with the attached located on pages 4 and 5 of this Amendment.

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

DUPLANTIS DESIGN GROUP **ST. CHARLES PARISH**

By: _____ By: _____

Name: Thomas H. Buckel Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

WITNESS **WITNESS**

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Date: _____
 Title: _____ Date: _____

**ATTACHMENT "C" (AMENDMENT NO. 2)
 PROJECT COMPENSATION
 DES ALLEMANS BOAT LAUNCH
 Project No. (P210705)**

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

Project Phase	Original Contract	Fee Reallocation per Amendment No. 1	Amendment No. 2
Preliminary Design Phase (30%)	\$82,604.10	No change	No change
Final Design Phase (40%)	\$110,138.80	\$37,638.80 (Access roadway and surcharge area)	No change
		\$72,500.00 (Final boat launch and roadway)	No change
Bidding Phase (5%)	\$13,767.35	\$6,267.35 (Access roadway and surcharge area)	No change
		\$7,500.00 (Final boat launch and roadway)	No change
Construction Phase (25%)	\$68,836.75	\$45,392.75 (Access roadway and surcharge area)	No change
		\$23,444.00 (Final boat launch and roadway)	\$51,480.00
Total Design Fee	\$275,347.00	\$275,347.00	\$326,827.00
Topographic Survey (Shread-Kuyrkendall)	\$109,065.00	No change	No change
Geotechnical Engineering (Eustis)	\$34,500.00	No change	No change
Permitting and Environmental (ELOS)	\$80,000.00	No change	No change
Bathymetric and Magnetometer Survey	\$8,000.00	No change	No change
Resident Inspection	\$103,444.00	No change	\$330,000.00
Subconsultant (YKH)	N/A	N/A	\$4,000.00 (Lump Sum)
Subconsultant (Eustis Engineering)	N/A	N/A	\$8,960.19 (Lump Sum)
Total Additional Services	\$335,009.00	No change	\$677,969.19
Total Project Cost	\$610,356.00	\$610,356.00	\$1,004,796.19

- 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.
- The amounts billed for CONSULTANT's services under this Agreement will be based on the cumulative hours charged to the Project during the billing period by each class of CONSULTANT's employees times Standard Hourly Rates for each applicable billing class, plus CONSULTANT's SUBCONSULTANT's charges.
- The Standard Hourly Rates charged by CONSULTANT constitute full and complete compensation for CONSULTANT's services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include CONSULTANT's SUBCONSULTANT's charges.
- CONSULTANT's Standard Hourly Rates are attached to this Agreement as Attachment C-1.
- All reimbursable items shall be pre-approved by St. Charles Parish prior to billing.

Attachment C-1

DDG STANDARD RATE SHEET

LABOR CATEGORIES			
Executive	\$256.00/hr	Environmental Scientist II	\$127.00/hr
Senior Principal	\$230.00/hr	Environmental Scientist I	\$112.00/hr
Principal	\$205.00/hr	Regulatory Specialist III	\$168.00/hr
Business Unit Leader/BULIT	\$195.00/hr	Regulatory Specialist II	\$148.00/hr
Administration	\$80.00/hr	Regulatory Specialist I	\$127.00/hr
Intern	\$80.00/hr	Field Scientist III	\$148.00/hr
Senior Inspector	\$120.00/hr	Field Scientist II	\$127.00/hr
Inspector	\$87.00/hr	Field Scientist I	\$112.00/hr
Senior Project Manager	\$168.00/hr	Drone Pilot	\$120.00/hr
Project Manager	\$148.00/hr	Marine Crew	\$195.00/hr
Assistant Project Manager	\$127.00/hr	Hydrographer	\$117.00/hr
Senior Design Manager	\$195.00/hr	Marine Crew Chief	\$122.00/hr
Senior Design Professional	\$168.00/hr	Land Crew	\$185.00/hr
Design Professional	\$148.00/hr	Land Crew Chief	\$112.00/hr
Design Specialist	\$127.00/hr	Junior Crew Chief	\$95.00/hr
Senior CAD Designer	\$127.00/hr	Survey Tech IV	\$127.00/hr
CAD Designer	\$112.00/hr	Survey Tech III	\$112.00/hr
CAD Technician	\$92.00/hr	Survey Tech II	\$97.00/hr
Design Technician	\$127.00/hr	Survey Tech I	\$87.00/hr
Architecture Draftsman	\$92.00/hr	Senior PLS	\$195.00/hr
Designer	\$127.00/hr	PLS	\$148.00/hr
GIS Manager	\$153.00/hr	LSI	\$127.00/hr
GIS Specialist	\$112.00/hr	Land/Marine Crew Manager	\$138.00/hr
GIS Analyst	\$92.00/hr	Survey Coordinator	\$122.00/hr
Environmental Scientist III	\$168.00/hr		

REIMBURSABLE ITEMS	
Vehicle Travel for Project (subject to change based on IRS guidance)	IRS Rate
Transportation, Lodging + Subsistence for Out-of-Town Travel	Cost
Printing	Cost
Photographs, Telecopier, Shipping + Materials	Cost
Filing/Recording/Permitting Fees	Cost
Deposition/Trial Testimony by Principal, PE, AIA, PLS	Rate x 1.5
Subconsultant Services	Cost + 10%
Pipeline Detectors	
RDB100	\$75.00/day
Drone	\$250.00 / 1/2 Day + \$500.00 / Full Day
Hydro/Marine	
Magnetometer	\$200.00 / day
Applanix IMU	\$300.00 / day
Single Beam	\$200.00 / day
Sub-Bottom Profiler	\$850.00 / day
Slide Scan Sonar	\$425.00 / day
Special Rental Equipment	Rental Cost
All-Terrain Vehicle	\$100.00 / Day
12' Aluminum Boat	\$35.00 / day
24' Crew Boat	\$550.00 - 650.00 / day
26' Crew Boat	\$650.00 - 750.00 / day

EFFECTIVE: AUGUST 2024

* ALL RATES ARE SUBJECT TO CHANGE

2025-0271

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

ORDINANCE NO. 25-9-8

An ordinance approving and authorizing the execution of a Professional Services Agreement with GIS Engineering, LLC, to perform engineering services for

the Turtle Pond Pump Station and Upstream Drainage Improvements (Project No. P250901), in the not to exceed amount of \$609,085.50.

WHEREAS, St. Charles Parish desires to construct a new Turtle Pond Drainage Pump Station with a minimum capacity of 150 cfs to replace the existing station that has a capacity of approximately 88 cfs; and,
 WHEREAS, the existing pump station is located just north of the Canadian Pacific Kansas City (CPKC) Railroad in St. Rose, approximately 1500 linear feet southwest of the intersection of Airline Highway and Almedia Road; and,
 WHEREAS, the location of the existing pump station does not allow for a proper retention pond to feed the pump station and the Parish desires to relocate the station approximately 500 linear feet north to exist just north of I-310 Service Road; and,
 WHEREAS, upstream drainage improvements are required to properly convey stormwater to the new pump station; and,
 WHEREAS, St. Charles Parish has been awarded funding from the Louisiana Watershed Initiative Round 2 for construction of the pump station portion of this project, and design if additional funds become available, and the upstream improvements will be funded with St. Charles Parish funds; and,
 WHEREAS, St. Charles Parish and GIS Engineering, LLC, have mutually agreed on a not to exceed price of \$609,085.50 to complete the work consisting of a study and report phase for the pump station itself, full design of the drainage improvements, and supplemental services of survey, geotechnical engineering, utility coordination and permitting with DOTD and the Railroad; and,
 WHEREAS, details on scope, schedule and compensation are described in the attached Professional Services Agreement.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Professional Services Agreement between St. Charles Parish and GIS Engineering, LLC, to perform engineering services as required by the Department of Public Works, for the Turtle Pond Pump Station and Upstream Drainage Improvements (Project No. P250901), in the not to exceed amount of \$609,085.50, 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 22nd day of September, 2025, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: *[Signature]*
 SECRETARY: *[Signature]*
 DLVD/PARISH PRESIDENT: September 23, 2025
 APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: *[Signature]*
 RETD/SECRETARY: September 26, 2025
 AT: 10:12 am RECD BY: *[Signature]*

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and effective as of 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 GIS Engineering 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 **TURTLE POND PUMP STATION AND UPSTREAM DRAINAGE IMPROVEMENTS**, Parish Project No. P250901.

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:

TURTLE POND PUMP STATION AND UPSTREAM DRAINAGE IMPROVEMENTS
 Parish Project No. P250901

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 event occurs first.

12.0 NON-APPROPRIATION CLAUSE

Notwithstanding any other provision of this AGREEMENT, if the Owner does not receive the sufficient funds to fund this AGREEMENT and other obligations of St. Charles Parish, if funds are de-appropriated, or if the Owner does not receive legal authority to expend funds from the St. Charles Parish Council, then the Owner is not obligated to make payment under this AGREEMENT.

13.0 INSURANCE

13.1 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.

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

13.3 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.

13.4 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.

13.5 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.

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

13.7 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.

13.8 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.

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

14.0 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.

15.0 WARRANTY

15.1 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.

15.2 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.

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

16.0 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.

17.0 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).

18.0 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.

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.

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

GIS ENGINEERING LLC	ST. CHARLES PARISH
By: _____	By: _____
Name: Benjamin Malbrough	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

ATTACHMENT "A"

TURTLE POND PUMP STATION AND UPSTREAM DRAINAGE IMPROVEMENTS
Parish Project No. P250901

Project Scope:

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

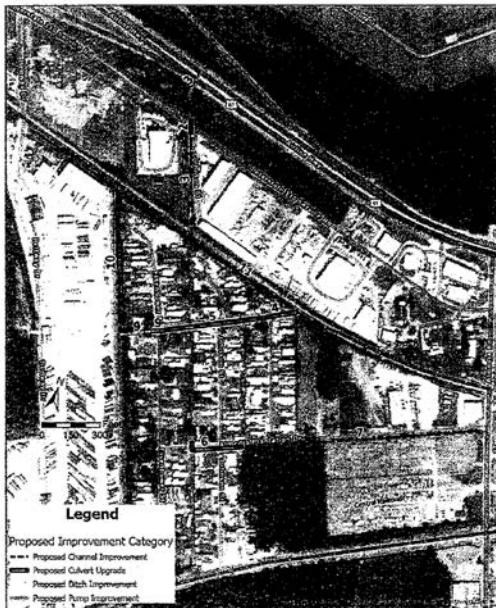
Pump Station Improvements: CONSULTANT shall determine the feasibility and potential layout options for a minimum 150 cfs drainage pump station situated north of the I-310 Service Road in St. Rose, west of the intersection of Airline Highway and Almedia Road. This pump station, as referred to as Turtle Pond Pump Station, will replace the existing station located just north of the

Canadian Pacific Kansas City (CPKC) Railroad and Almedia Plantation Subdivision.

Upon determination of a proper layout, CONSULTANT shall complete full design and bidding documents for said selection. Full design, bidding and construction administration, as well as resident inspection fees, will be added at a later date via amendment to this Agreement.

Upstream Drainage Improvements: CONSULTANT shall complete full design and bidding documents for all upstream drainage improvements as listed and referenced on the map below. The below items were recommended in a Hydrologic and Hydraulic Study completed by a consultant acquired by the LWI funding agency. These recommendations shall be verified by the CONSULTANT for feasibility of proper installation in the allowed road right of way and previously acquired St. Charles Parish property. If the below recommendation will not fit within Parish property, CONSULTANT shall provide options that achieve the same flow properties. If no other solutions will work and property is to be acquired, more survey work will be required, as well as proper property acquisition abiding by the Uniform Relocation Act due to the funding source.

Map Label	Description of Scope of Work
2	2-10x5 Reinforced Concrete Box Culverts
3 (orange)	Pump Station Upgrade from 86 cfs to 150 cfs with sump north of I-310 Service Road (covered in Pump Station Improvements Scope)
3 (green)	Existing ditch to be lowered by 2-feet in order to create positive slope to proposed sump
4	Upgrade Kennedy Street Culvert to 10x4 Reinforced Concrete Box Culvert, approximately 67 ft
5	Upgrade the rest of driveway culverts along Kennedy Street with 30" Reinforced Concrete Box Culverts
6	42" Reinforced Concrete Box Culverts along Almedia Plantation Drive and 48" across Almedia Plantation Drive, approximately 281 feet
7	Canal widening along Almedia Plantation Drive, approximately 4' deep by 10' wide, approximately 923 feet long
9	Upgrade Kennedy Street culvert at Eisenhower Street (including a driveway culvert east of it) to a 5x3 Reinforced Concrete Box Culvert and reconnect them with a proposed ditch between Eisenhower Street and Railroad Canal, approximately 166 feet, ditch 4.5 feet deep and 5 foot bottom width
10	Channel maintenance and minor gradings with 2:1 side slopes and 3 foot bottom to connect proposed ditch at west end of Kennedy Street in Item #9 to Railroad ditch
11	Channel gradings with 2:1 side slopes and 3 foot bottom at Railroad south ditch just upstream of existing pump station



STUDY & REPORT – PUMP STATION

Upon written authorization from OWNER, CONSULTANT shall:

- Consult with OWNER to define and clarify OWNER's requirements for the Project, including design objectives and constraints, permits, capacity and performance requirements, flexibility, expandability, and any budgetary limitations, and identify available data, reports, facilities plans, site evaluations, etc.; required for design.
- Identify potential solution(s) to meet OWNER's Project requirements, as needed. Study and evaluate the potential solution(s) to meet OWNER's Project requirements.
- Visit the Site, or potential Project sites, as needed, to review existing conditions and facilities.
- Develop a scope of work for additional professional services (i.e. survey, geotech, etc.) necessary for design.
- Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and CONSULTANT's recommended solution(s). For each recommended solution, CONSULTANT will provide the following, to include; but not limited to:
 - Opinion of probable Construction Cost;
 - The estimated total costs of design, professional, and related services to be provided by CONSULTANT and its SUBCONSULTANTS;
 - A tabulation of other items and services included within the definition of Total Project Costs.
- Furnish three review copies of the Report to OWNER as well as submitting electronically to appropriate parties specified by OWNER. CONSULTANT's services under the Conceptual Phase will be considered complete on the date when CONSULTANT has delivered to OWNER the final Study & Report – Pump Station.

PART 1 – BASIC SERVICES

A. PRELIMINARY DESIGN PHASE

Upon written acceptance by OWNER of the Study & Report – Pump Station, selection by OWNER of a recommended solution, and upon written authorization from OWNER, CONSULTANT shall (this phase is to be completed for the Upstream Drainage Improvements as well, without need for results from Study & Report – Pump Station):

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

B. FINAL DESIGN PHASE

Upon written acceptance by OWNER of the final Preliminary Design Phase documents for both the pump station and upstream drainage improvements, and upon written authorization from OWNER, CONSULTANT shall:

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

C. BID PHASE

Upon acceptance by OWNER of the Final Drawings, Specifications, the most recent opinion of probable Construction Cost for both the pump station and upstream drainage improvements, and upon written authorization by OWNER to proceed, CONSULTANT shall:

- 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.
- Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
- 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.
- If the issued documents require, CONSULTANT shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective CONTRACTORS.
- 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.
- The Bid Phase will be considered complete upon commencement of the Construction Phase.

D. CONSTRUCTION PHASE

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

- Prepare formal contract documents for the execution of the construction contract.
- Pre-Construction Conference: Participate in a pre-construction conference prior to commencement of Work at the Site.
- Establish construction monuments, project baseline, and benchmarks as necessary.
- Coordinate with owners of utilities for relocation of their facilities to clear the site for construction.
- Require and review tests of materials necessary for the project.
- Verify and approve CONTRACTOR's Applications for Payment and schedules (Progress Schedules, Schedule of Submittals, and Schedule of Values) and submit to the OWNER.
- 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.
- 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.
- Prepare all necessary documentation required for construction RFIs (Requests for Information/Interpretation), Change Orders, and Work Change Directives.
- Attend Council meetings and other meetings necessary to discuss issues associated with the project.
- 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.
- 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
- 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.
- Perform Substantial Completion walk through, generate Substantial Completion recommendation and accompanying Punch List. Perform final inspection and make a recommendation for acceptance.
- The Construction Phase will commence with the execution of the Notice of Intent to Award for the Project and will terminate upon written recommendation by CONSULTANT for final payment to CONTRACTORS.

PART 2 – ADDITIONAL SERVICES

A. SURVEY

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

- Established baselines and temporary benchmarks along the project corridor and specified datums used,
- Utilities as shown after contacting Louisiana One Call,
- Descriptions, locations, depths, and sizes of all pipes within the project, specifically under LA HWY 61 including headwall information,
- Descriptions, locations, diameters of all trees within the project above an 18" diameter,
- Ground elevations within the project limits to properly develop contours,
- Locations of all buildings, fences, and other structures,
- Cross sections along roadways at 100-foot intervals minimum, specifically I-310 Service Road and detention pond (approximately 1.9 acres),
- Cross sections along ditches at 50-foot intervals minimum, specifically the channel through the detention pond area,
- Locations of all apparent rights-of-way and servitudes.

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

Data Collection and Processing:

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

Project Control:

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

Survey Data Deliverables:

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

B. GEOTECHNICAL INVESTIGATION

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

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

C. PERMITTING & UTILITY COORDINATION

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

1. Railroad Permitting
2. Louisiana Department of Transportation and Development (LDOTD) Permitting
3. Entergy (Utility Coordination)

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

D. RESIDENT PROJECT REPRESENTATIVE (RPR)

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

The duties and responsibilities of the RPR are as follows:

1. RPR's dealings in matters pertaining to the Work in general shall be with CONSULTANT and CONTRACTOR. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with OWNER only with the knowledge of and under the direction of CONSULTANT.
2. Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by CONTRACTOR and consult with CONSULTANT concerning acceptability of such schedules.
3. Attend meetings such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings.
4. Comply with Site safety programs.
5. Serve as CONSULTANT's liaison with CONTRACTOR. Assist CONSULTANT in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's On-Site operations.
6. Report to CONSULTANT whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents and provide recommendations as to whether such Work should be corrected, removed, and replaced, or accepted as provided in the Construction Contract Documents.
7. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate OWNER's personnel, and that CONTRACTOR maintains adequate records thereof. Observe, record, and report to CONSULTANT appropriate details relative to the test procedures and systems start-ups.
8. Prepare a daily report or keep a diary or log book, recording CONTRACTOR's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to CONSULTANT.
9. Immediately inform CONSULTANT of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.
10. Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to CONSULTANT, noting particularly the relationship of the payment requested to the

schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

11. Participate in CONSULTANT's and OWNER's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
12. Observe whether all items on the final punch list have been completed or corrected and make recommendations to CONSULTANT concerning acceptance.
13. Resident Project Representative shall not:
 - a. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
 - b. Undertake any of the responsibilities of CONTRACTOR, Subcontractors, or Suppliers.
 - c. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by CONTRACTOR.
 - d. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of OWNER or CONTRACTOR.

ATTACHMENT "B"

TURTLE POND PUMP STATION AND UPSTREAM DRAINAGE IMPROVEMENTS
Parish Project No. P250901

Project Schedule:

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

	<u>Number of Days to Complete</u>
Preliminary Design Phase	90
Final Design Phase	90
Bid Phase	45
Construction Phase	TBD

Time for Completion

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

TURTLE POND PUMP STATION AND UPSTREAM DRAINAGE IMPROVEMENTS
Parish Project No. P250901

Project Compensation:

OWNER shall pay CONSULTANT a Lump Sum amount of \$57,823.00 for the Study & Report - Pump Station Phase portion of the project. This portion of the Work shall be completed and accepted by the OWNER per Attachment A, prior to commencement of Preliminary Design Phase.

- a. The Lump Sum includes compensation for CONSULTANT's services and services of CONSULTANT's SUBCONSULTANTS, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses, and CONSULTANT charges.

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

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

1. Preliminary Design Phase	\$TBD
2. Final Design Phase	\$TBD
3. Bid Phase	\$TBD
4. Construction Phase	\$TBD

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

- a. The total compensation for basic services as described in Attachment A is estimated to be \$306,012.00, for the Upstream Drainage Improvements, based on the following estimated distribution of compensation:

1. Preliminary Design Phase	\$109,290.00
2. Final Design Phase	\$196,722.00
3. Bid Phase	\$TBD
4. Construction Phase	\$TBD

- 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 - Pump Station	\$21,855.00
b. Surveying - Drainage Improvements	\$51,540.50
c. Geotechnical Investigation	\$65,780.00

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

a. DOTD Permit	\$33,010.00
b. Utility Coordination	\$30,010.00
c. Railroad Permit	\$27,775.00
d. Subconsultant Coordination	\$15,280.00

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

1. Resident Project Representative Services: For services of CONSULTANT's Resident Project Representative, if requested, as outlined in Part 2.D of Attachment A, a total amount of \$TBD, at the hourly rate as listed in Attachment C-1.

2. Resident Project Representative Schedule: The total amount set forth above is based on full-time RPR services on an eight-hour workday Monday through Friday over a TBD-day construction schedule.

**ATTACHMENT "D"
COMPLIANCE WITH FEDERAL AND STATE LAWS**

TURTLE POND PUMP STATION AND UPSTREAM DRAINAGE IMPROVEMENTS
Parish Project No. P250901

2 CFR Part 200 - PROVISIONS FOR FEMA PUBLIC ASSISTANCE FUNDING - Since this contract may be eligible for FEMA reimbursement, the following provisions may be applicable to this bid solicitation and subsequent Contract.

EQUAL EMPLOYMENT OPPORTUNITY (2 CFR 200 Appendix II(C)) - Applies to all construction contracts - "During the performance of this contract, the CONSULTANT agrees as follows: The CONSULTANT will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive order 11375 of October 13, 1967, as supplemented in Department of Labor regulation. CONSULTANTS are not to exclude from participation in, deny the benefits of, or subject to discrimination under any program or activity, any person in the United States on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status; nor discriminate on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, or on the basis of religion, except that any exemption from such prohibition against discrimination on the basis of religion as provided in the Civil Rights Act of 1964, or Title VI and VII of the Act of April 11, 1968, shall also apply.

COMPLIANCE WITH REPORTING REQUIREMENTS (2 CFR 200.327-329) - Applies to all contracts - In the event of a declared emergency, CONSULTANTS are subject to FEMA and/or GOHSEP reporting requirements, i.e. program performance, financial and progress reports. CONSULTANT shall complete and submit all reports, in such form and according to such schedule as may be required by the Owner / Agency.

BYRD ANTI-LOBBYING AMENDMENT (2 CFR 200 Appendix II (I)) - Applies to all contracts - CONSULTANT that apply or bid for a contract must certify that it will not and has not used any Federal funds to influence an employee or member of Congress in obtaining any Federal Award.

ACCESS TO RECORDS (2 CFR 200.336) - Applies to all contracts - The State of Louisiana, the Federal agency providing the assistance for this contract, the Comptroller General of the United States, St. Charles Parish, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the CONSULTANT which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions. All records connected with this contract will be maintained in a central location by the CONSULTANT and St. Charles Parish, respectively, for a period of three (3) years from the date of the submission of the grantee's final expenditure report.

RETENTION OF RECORDS (2 CFR 200.333) - Applies to all contracts - In the event of a declared emergency, CONSULTANT shall retain all required records for three years after the termination date of the contract and all other pending matters are closed.

ENERGY EFFICIENCY - Appendix II(H) - Applies to all contracts - CONSULTANT agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan (LA RS 40:1730.49) issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, as amended).

PROHIBITIONS OF AWARDS TO DEBARRED AND SUSPENDED PARTIES (2 CFR 200 Appendix II (I)) - Applies to all contracts - The CONSULTANT represents and warrants that it and its SubCONSULTANTS are not debarred, suspended, or placed in ineligibility status under the provisions of the provisions of E.O.s 12549 and 12689. To ascertain whether a CONSULTANT or SubCONSULTANT has been excluded from participating in a contract or subcontract receiving Federal financial assistance, a search of the Excluded Parties List System can be conducted using the System for Award Management provided by the General Services Administration at <https://www.sam.gov>.

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

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

PROCUREMENT OF RECOVERED MATERIALS (2 CFR 200 Appendix II (J) See 200.322) - Applies to all contracts - The CONSULTANT and its SubCONSULTANTS will comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (RCRA). The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the CONSULTANT purchases \$10,000 or more worth of one of these items during the course of the fiscal year or where the cost of such items or of functionally equivalent items purchased during the preceding fiscal year was \$10,000 or more; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for the procurement of recovered material identified in the EPA guidelines.

BONDING REQUIREMENTS (2 CFR 200.325) - Applies to all construction or facilities improvement contracts in excess of the Simplified Acquisition Threshold (SAT = \$250,000 as of 8/31/2020) - Bonding requirements include:

- a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- b) A performance bond on the part of the CONSULTANT for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the CONSULTANT's obligations under such contract.
- c) A payment bond on the part of the CONSULTANT for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

COPELAND "ANTI-KICKBACK" ACT (2 CFR 200 Appendix II (D)) - Applies to all construction or repair contracts in excess of \$2,000.00 - Whoever, by force, intimidation, or threat of procuring dismissal from employment or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined under this title or imprisoned not more than five years, or both. The CONSULTANT shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to ensure compliance by the subCONSULTANTS with such regulations, and shall be responsible for the submission of affidavits required of subCONSULTANTS thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

TERMINATION FOR CAUSE AND CONVENIENCE (2 CFR 200 Appendix II(B)) - Applies to all contracts in excess of \$10,000.00 - If, through any cause, the CONSULTANT shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the CONSULTANT shall violate any of the covenants, agreements, or stipulations of this contract, the Owner shall thereupon have the right to terminate this contract by giving written notice to the CONSULTANT of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the CONSULTANT under this contract shall, at the option of the Owner, become the Owner's property and the CONSULTANT shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the CONSULTANT shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the contract by the CONSULTANT, and the Owner may withhold any payments to the CONSULTANT for the purpose of set-off until such time as the exact amount of damages due the Owner from the CONSULTANT is determined.

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

ADMINISTRATIVE AND LEGAL REMEDIES FOR VIOLATION OR BREACH OF CONTRACT (2 CFR 200 Appendix II (A)) - Applies to all contracts in excess of the Simplified Acquisition Threshold (SAT = \$250,000 as of 8/31/2020) - Any violation or breach of terms of this contract on the part of the CONSULTANT or the CONSULTANT's subCONSULTANTS may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties to this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (2 CFR 200 Appendix II(E)) - Applies to all construction contracts greater than \$100,000.00 where mechanics and laborers are employed - CONSULTANT shall be in compliance with section 40 U.S.C. 3702 and 3704 of the Contract Work Hours and Safety Standards Act as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each CONSULTANT must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL (CLEAN WATER) ACT (2 CFR 200 Appendix II (G)) - Applies to all contracts greater than or equal to \$150,000 - CONSULTANT shall be in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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

- (a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
- (b) Prohibitions.
 1. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
 2. Unless an exception in paragraph (c) of this clause applies, the CONSULTANT and its subCONSULTANTS may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

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

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

DOMESTIC PREFERENCE FOR PROCUREMENTS (2 C.F.R. § 200.322) - Applies to all contracts and purchase orders for work or products - As appropriate, and to the extent consistent with law, the CONSULTANT should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Attachment C-1

Category	Category Description	Personnel Description	Bill Rate
I	CO-OP	Student Intern	60
		Administrative Assistant I	65
II	ADMINISTRATION	Administrative Assistant II	85
		Executive Assistant	90
		CADD Tech I	85
III	CADD	CADD Tech II	100
		Designer I	115
		Designer II	125
		Designer III	140
		Sr. Designer	150
IV	SURVEYING & TECHNOLOGY	Survey Technician I	60
		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
		Deputy Construction Manager II	115
		Construction Manager I	125
Construction Manager II	145		
Sr. Construction Manager	185		
VI	ENVIRONMENTAL	Env Technician	80
		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	195
Sr. Env Program Manager/Director	225

Engineer Tech I	75
Engineer Tech II	85
Engineer Tech III	95
Engineer Tech IV	105
H&H Modeler/Designer	105
Sr. H&H Modeler/Designer	160
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

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

And the resolution was declared adopted this 22nd day of September, 2025, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Shelly Yoncosca
 SECRETARY: Michelle Dupontab
 DLVD/PARISH PRESIDENT: September 23, 2025
 APPROVED: DISAPPROVED:

PARISH PRESIDENT: Matthew Jewell
 RETD/SECRETARY: September 26, 2025
 AT: 10:12am RECD BY: [Signature]

2025-0285
 INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
 (DEPARTMENT OF PLANNING & ZONING)

RESOLUTION NO. 6859
 A resolution in support of the Planning and Zoning Commission approval of 2025-7-SPU for an Accessory Dwelling Unit in an R-1A zoning district, 17660 River Road, Montz as requested by Tonya Bergeron.

WHEREAS, the St. Charles Parish Zoning Ordinance of 1981 requires a resolution of support from the Parish Council for Accessory Dwelling Units (ADUs); and,
 WHEREAS, Tonya Bergeron requests a special permit for an ADU at 17660 River Road, Montz; and,
 WHEREAS, the Planning and Zoning Department recommended approval of the request; and,
 WHEREAS, the Planning and Zoning Commission approved the special permit for the ADU at its regular meeting on September 4, 2025.

NOW, THEREFORE, BE IT RESOLVED THAT THE ST. CHARLES PARISH COUNCIL hereby provides this resolution in support of the Planning and Zoning Commission's approval of a Special Permit Use for an Accessory Dwelling Unit in an R-1A zoning district at 17660 River Road, Montz, as requested by Tonya Bergeron.

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

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

And the resolution was declared adopted this 22nd day of September, 2025, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Shelly Yoncosca
 SECRETARY: Michelle Dupontab
 DLVD/PARISH PRESIDENT: September 23, 2025
 APPROVED: DISAPPROVED:

PARISH PRESIDENT: Matthew Jewell
 RETD/SECRETARY: September 26, 2025
 AT: 10:12am RECD BY: [Signature]

2025-0290
 INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
 (GRANTS OFFICE)

RESOLUTION NO. 6860
 A resolution to approve and authorize the execution of a Cooperative Endeavor Agreement between the State of Louisiana and St. Charles Parish for funding to construct the West Bank Water Treatment Plant, E Plant Construction project (Facility Planning and Control Project No. 50-J45-25-02).

WHEREAS, St. Charles Parish submitted a Capital Outlay Request for funding of the West Bank Water Treatment Plant, E Plant Construction project; and,
 WHEREAS, the project will include a new multi-story main building that will house plant staff offices, Motor Control Center, a chemical distribution room, and staff sleeping quarters for emergency activations; and,
 WHEREAS, the State appropriated State General Fund (Direct) funds Non-Recurring Revenues and the State Bond Commission granted state cash for the West Bank Water Treatment Plant, E Plant Construction project totaling \$3,000,000.00; and,
 WHEREAS, sufficient funds are included in Parish's 2025 Budget to fund the local share of the project;
 WHEREAS, the State has prepared a Cooperative Endeavor Agreement to provide funding for the project and it is the desire of the Parish Council to approve said Agreement.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby approve and authorize the execution of a Cooperative Endeavor Agreement between the State of Louisiana and St. Charles Parish for funding to complete the West Bank Water Treatment Plant, E Plant Construction project.

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

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

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

And the resolution was declared adopted this 22nd day of September, 2025, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Shelly Yoncosca
 SECRETARY: Michelle Dupontab
 DLVD/PARISH PRESIDENT: September 23, 2025
 APPROVED: DISAPPROVED:

PARISH PRESIDENT: Matthew Jewell
 RETD/SECRETARY: September 26, 2025
 AT: 10:12am RECD BY: [Signature]



COOPERATIVE ENDEAVOR AGREEMENT BETWEEN
 THE STATE OF LOUISIANA and
 ST. CHARLES PARISH
 West Bank Water Treatment Plant, E Plant Construction
 (St. Charles)
 FP&C Project No. 50-J45-25-02

In accordance with Article VII, Section 14 of the 1974 Constitution of the State of Louisiana (Constitution), the STATE OF LOUISIANA (State), herein represented by ROGER E. HUSSER, JR., DIRECTOR, FACILITY PLANNING AND CONTROL, DIVISION OF ADMINISTRATION (DOA), and ST. CHARLES PARISH (Entity), a political subdivision of the State, herein represented by MATTHEW JEWELL, PRESIDENT do hereby enter into a Cooperative Endeavor Agreement (Agreement) to serve the public for the purposes hereinafter declared.

ARTICLE I

1.1 WHEREAS, the Capital Outlay Act (Act), adopted in accordance with Article VII, Section 6 of the Constitution, is the comprehensive capital outlay budget required by said Article VII, Section 6, and contains an appropriation for the Entity for the Project Number and Project Description (Project) as set forth in a State Funding Summary ("Funding Summary") attached hereto for reference only; and

1.2 WHEREAS, the Omnibus Bond Act of the Louisiana Legislature (OBA), adopted in accordance with Article VII, Section 6 of the Louisiana Constitution of 1974, provides for the issuance by the State Bond Commission of State General Obligation Bonds for certain of the projects contained in the Act, including the Project, which bonds are to be secured by a pledge of the full faith and credit of the State, as well as by monies dedicated to and paid into the Security and Redemption Fund as provided in Article VII, Section 9 of the Constitution, which authorization includes the issuance, if applicable, of State General Obligation Bonds for the Project (Project Bonds) as set forth in the Funding Summary; and

1.3 WHEREAS, if applicable, the Entity has supplied the State with evidence of the availability and commitment of Local, Federal or Non-State Matching Funds for the Project, as set forth in the Funding Summary; and

1.4 WHEREAS, the State appropriated State General Fund (Direct) or other sources of cash for the Project or the Bond Commission did grant a cash line of credit and/or a non-cash line of credit for the Project in the amount(s) as stated in the Funding Summary; and

1.5 WHEREAS, the Act provides that all of the funds appropriated, in the absence of express language to the contrary, shall be considered as having been appropriated directly to FP&C and shall be administered by FP&C under Cooperative Endeavor Agreements;

2025-0282
 INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
 (BOND COUNSEL)

RESOLUTION NO. 6857
 A resolution giving preliminary approval to the issuance of not exceeding Four Million Dollars (\$4,000,000) of Limited Tax Bonds (ARC) of the Parish of St. Charles, State of Louisiana, and providing for other matters in connection therewith.

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

SECTION 1. Preliminary approval is given to the issuance of not exceeding Four Million Dollars (\$4,000,000) of Limited Tax Bonds (ARC) (the "Bonds") of the Parish, pursuant to Part II of Chapter 4 of Subtitle II of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority (the "Act"), for the purpose of constructing facilities associated with The ARC of St. Charles ("The ARC") for all people with intellectual and developmental disabilities in the Parish and paying the costs of issuance thereof, said Bonds to be payable from and secured by an irrevocable pledge and dedication of the funds to be derived by the Parish from the levy and collection of a 0.66 mills tax authorized at an election held on October 14, 2023 (such rate being subject to adjustment from time to time due to reassessment), which the Parish is authorized to impose and collect through 2035 (the "Tax"). The Bonds will bear interest at a rate or rates not to exceed 6.00% per annum, and will mature no later than March 1, 2035.

SECTION 2. Application is hereby made to the State Bond Commission, Baton Rouge, Louisiana, for authority to issue, sell and deliver the Bonds.

By virtue of applicant/issuer's application for, acceptance and utilization of the benefits of the Louisiana State Bond Commission's approval(s) resolved and set forth herein, it resolves that it understands and agrees that such approval(s) are expressly conditioned upon, and it further resolves that it understands, agrees and binds itself, its successors and assigns to, full and continuing compliance with the "State Bond Commission Policy on Approval of Proposed Use of Swaps, or other forms of Derivative Products Hedges, Etc.", adopted by the Commission on July 20, 2006, as to the borrowing(s) and other matter(s) subject to the approval(s), including subsequent application and approval under said Policy of the implementation or use of any swap(s) or other product(s) or enhancement(s) covered thereby.

SECTION 3. This Parish Council finds and determines that a real necessity exists for the employment of special counsel in connection with the issuance of the Bonds, and accordingly, Foley & Judell, L.L.P., of New Orleans, Louisiana, as Bond Counsel, is hereby employed to do and perform work of a traditional legal nature as bond counsel with respect to the issuance and sale of said Bonds. Said Bond Counsel shall prepare and submit to this Parish Council for adoption all of the proceeding's incidental to the authorization, issuance, sale and delivery of such Bonds, shall counsel and advise this Parish Council as to the issuance and sale thereof and shall furnish its opinions covering the legality of the issuance of the Bonds. The fee of Bond Counsel for each series of bonds shall be fixed at a sum not exceeding the fee allowed by the Attorney General's fee guidelines for such bond counsel work and based on the amount of said Bonds actually issued, sold, delivered and paid for, plus "out-of-pocket" expenses, said fees to be contingent upon the issuance, sale and delivery of said Bonds. The Parish President is hereby authorized and directed to execute, and this Parish Council hereby agrees to and accepts the terms of, the engagement letter of Bond Counsel appended hereto. A certified copy of this resolution shall be submitted to the Attorney General of the State of Louisiana for approval of said employment and of the fees herein designated, and payment for the work herein specified upon completion thereof and under the conditions herein enumerated is hereby approved without further action of this Parish Council.

SECTION 4. The Parish hereby retains Government Consultants, Inc., of Baton Rouge, Louisiana, to act as its Municipal Advisor ("MA") pursuant to the provisions of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the rules promulgated thereunder by the Securities and Exchange Commission. The Parish hereby acknowledges that it is represented by the MA and will rely upon the advice of the MA with respect to the Bonds. The fee to be paid the MA shall be payable solely from the proceeds of the Bonds when and if issued, and the amount thereof shall be subject to the approval of the State Bond Commission. The Chairman is hereby authorized and directed, in his discretion, to execute any contract the MA may require with respect to the engagement.

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

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

And the resolution was declared adopted on this, the 22nd day of September, 2025, to become effective immediately upon adoption.

CHAIRMAN: Shelly Yoncosca
 SECRETARY: Michelle Dupontab
 DLVD/PARISH PRESIDENT: September 23, 2025
 APPROVED: DISAPPROVED:

PARISH PRESIDENT: Matthew Jewell
 RETD/SECRETARY: September 26, 2025
 AT: 10:12am RECD BY: [Signature]

2025-0283
 INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
 (DEPARTMENT OF PLANNING & ZONING)

RESOLUTION NO. 6858
 A resolution supporting the Planning and Zoning Commission's approval of 2025-4-SPU expanding automobile sales on a designated highway in C-2 zoning on Lot 1-A, Autin Subdivision, 16830 Highway 90, Des Allemands, specifically waivers from Appendix A., Section VIII., items G.4. and H.5. as requested by Nabut Brothers, LLC.

WHEREAS, Nabut Brothers, LLC, requests an SPU expanding an automobile sales business on a designated highway in C-2 zoning on Lot 1-A, Autin Subdivision, 16830 Highway 90, Des Allemands; and,

WHEREAS, based on the site plan review and recommendations from Planning and Zoning, waivers are needed to address site design deficiencies related to stacked parking spaces and loading zones; and,

WHEREAS, Nabut Brothers, LLC, requests waivers from Appendix A., Section VIII., item G.4. requiring each parking space to open directly upon an aisle or driveway connected to a street or alley by a paved driveway which affords ingress and egress for a vehicle without requiring another vehicle to be moved and item H.5. which restricts loading zones from driveways or other circulation areas; and,

WHEREAS, the recommended site plan drawn by Planning and Zoning shows elongated parking spaces allowing a stacked arrangement specifically for vehicle inventory and a loading/unloading area intersecting with the central drive aisle; and,

WHEREAS, Appendix A., Section IV., 9.B.4 requires a resolution of support from the Parish Council for any Special Permit Use requiring a waiver from zoning regulations; and,

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

WHEREAS, the Planning and Zoning Commission approved the special permit for the expansion of automobile sales in a C-2 zoning district with the waivers at its regular meeting on September 4, 2025.

NOW, THEREFORE, BE IT RESOLVED THAT THE ST. CHARLES PARISH COUNCIL hereby provides this resolution in support of the Planning and Zoning Commission approval to expand an automobile sales business on a designated highway in a C-2 zoning district on Lot 1-A, Autin Subdivision, 16830 Highway 90, Des Allemands, as requested by Nabut Brothers, LLC, specifically the waivers necessary to deviate from items A.VIII.G.4. and A.VIII.H.5. related to stacked parking spaces and loading area location.

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

IT IS HEREBY AGREED by the State and the Entity that:

ARTICLE II PURPOSE

2.1 The purpose of this Agreement is to set forth the terms of administering the Project by FP&C. FP&C will administer this Project in accordance with the Non-State Entity Capital Outlay Administrative Guidelines, January, 2019 ed. (the "Guidelines"), which is incorporated herein and made a part of this Agreement.

ARTICLE III SCOPE

3.1 As provided in the Act, the State funds for this Project are limited to capital improvements for the Project, in the Parish, and in the amounts set forth in the Funding Summary.

ARTICLE IV USE OF FUNDS

4.1 The Entity hereby acknowledges and agrees that the funds provided by the State to the Entity shall be used solely for the purposes authorized and permitted in the Act and in accordance with all provisions of law affecting the Project, as well as the constitutional and statutory restrictions on the use of State funds for public purposes.

ARTICLE V ADMINISTRATIVE COSTS

5.1 Notwithstanding any provision of this contract to the contrary, FP&C may use up to six percent of each State fund line item contained in the Funding Summary for costs associated with administering the Project, all in accordance with the provisions of the Act.

ARTICLE VI PUBLIC BID LAWS

6.1 The Entity will solicit bids for the services, labor and materials needed to construct said Project in accordance with the public bid laws of the State, including, but not limited to R.S. 38:2211, et seq., applicable to political subdivisions of the State.

ARTICLE VII COORDINATION

7.1 It is the responsibility of the Entity to administer the Project according to all applicable laws, rules and regulations and to ensure that the work is the best obtainable within established trade practice.

ARTICLE VIII CHANGE ORDERS

8.1 A change order for the Project shall be subject to the approval of FP&C. However, as per R.S. 39:126, one or more change orders that cause an excess in the aggregate of Two Hundred Fifty Thousand Dollars (\$250,000) per month shall also require the approval of the Joint Legislative Committee on the Budget ("Committee") and the Commissioner of Administration or his designee.

ARTICLE IX HOLD HARMLESS AND INDEMNITY

9.1 The Entity agrees and obligates itself, its successors and assigns to defend, indemnify and save harmless and provide a defense for the State, its officials, officers and employees against any and all claims, demands, suits, actions (ex contractu, ex delictu, quasi-contractual, statutory or otherwise), judgments of sums of money, attorney's fees and court costs to any party or third person including, but not limited to amounts for loss of life or injury or damage to persons, property or damages to contractors, subcontractors, suppliers, laborers or other agents or contractors of the Entity or any of the above, growing out of, resulting from or by reason of any violation of the requirements of the Act and OBA or any other State law, or any negligent act or omission, operation or work of the Entity, its employees, servants, contractors or any person engaged upon or in connection with the engineering services, construction and construction engineering required or performed by the Entity hereunder including, but not limited to any omissions, defects or deficiencies in the plans, specifications or estimates, or by virtue of any extra work, delays, disruptions, inefficiencies or nonpayment of any engineering, construction or construction engineering cost incurred, or any other claim of whatever kind or nature arising from, out of or in any way connected with the Project, to the extent permitted by law.

ARTICLE X DISBURSEMENT OF FUNDS

10.1 After execution of this Agreement in accordance with the terms hereof and the Act, the State, through FP&C, shall provide the Entity, identified under the Federal Tax Identification Number as set forth in the Funding Summary, with funds on an as-needed basis as approved by FP&C, but not to exceed the total Capital Outlay Cash, less FP&C Administration fee, as set forth in the Funding Summary. The Entity shall not be entitled to reimbursement of any expenditures made prior to the issuance of a cash line of credit or receipt of cash funding.

ARTICLE XI OWNERSHIP OF PROPERTY

11.1 The Entity hereby covenants that it owns, will acquire title to, or obtain servitudes for the property upon which the Project is to be located and that it shall not, while any of the Project Bonds remain outstanding, or during the term of this Agreement, transfer, convey, sell, lease, mortgage, assign or otherwise alienate its ownership or servitude rights in the land or real property and appurtenances which constitute the Project except as provided in Section 4.3. Projects to be located by permits on existing property of the State or a political subdivision of the State are exempt from these ownership requirements.

ARTICLE XII INSURANCE

12.1 If State funds for this Project are used in whole or in part towards construction of fixed insurable improvements, then upon completion of construction, the Entity shall, for the term of this Agreement, maintain or cause to be maintained property insurance issued by a company or companies admitted to do business in the State of Louisiana, in an amount equal to 100% of the replacement cost of such improvements.

ARTICLE XIII PLEDGE OF LEASE REVENUES

13.1 If the Project is authorized to be funded through the issuance of Project Bonds, the Entity hereby covenants

and agrees that it shall not, while any portion of the Project Bonds issued by the State to fund the Project remain outstanding, enter into any agreement or otherwise covenant to directly pledge to the State any lease revenues from any lessee, its successors or assigns, for the payment of principal, interest or other requirements with respect to the Project Bonds, nor shall the Entity deposit any such lease revenues into the Bond Security and Redemption Fund of the State unless the State receives an opinion from a nationally recognized bond counsel that such contract and/or deposit of funds will not adversely affect the tax-exempt status of the Project Bonds.

ARTICLE XIV TERM

14.1 The provisions of this Agreement shall be effective from the date of execution hereof and shall be binding upon all parties and shall remain in effect until FP&C determines that the project(s) for which funds are appropriated is completed or for as long as any Project Bonds issued for the Project, or any refunding bonds therefor, remain outstanding.

ARTICLE XV TERMINATION

15.1 FP&C may terminate this Agreement for cause based upon the failure of Entity to totally spend all funds subject to this Agreement within two years from the execution of this Agreement or, if applicable, within two years from the issuance of any Project Bonds or for any act by the Entity that the State determines to be unlawful or in violation of this Agreement.

ARTICLE XVI AVAILABILITY OF FUNDS

16.1 The availability of funds set forth in the Funding Summary are subject to and contingent upon appropriation of funds by the legislature and, if applicable, issuance of a line of credit by the State Bond Commission.

ARTICLE XVII ASSIGNMENT

17.1 Entity shall not assign any interest in this contract and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the FP&C.

ARTICLE XVIII AUDIT

18.1 As provided in the Act, the Entity agrees to comply with the provisions of R.S. 24:513. The Act provides that no funds shall be released or provided to the Entity if, when and for as long as the Entity fails or refuses to comply with R.S. 24:513.

ARTICLE XIX REQUIRED MATCH AND ESCROW ACCOUNT

19.1 Pursuant to LA R.S. 39:112(E)(2), Entity agrees to provide a match of not less than twenty-five (25) percent of the total project costs except as provided in LA R.S. 39:112(E)(2)(a) or (b).

ARTICLE XX AMENDMENT OF AGREEMENT

20.1 Any alteration, variation, modification, or waiver of provisions of this Agreement shall be valid only when they have been reduced to writing, duly signed. No amendment shall be valid until it has been executed by all parties.

ARTICLE XXI REVISIONS TO STATE FUNDING SUMMARY

21.1 FP&C may revise the Funding Summary based on the appropriation in the most current Capital Outlay Act and, if applicable, the issuance of a line of credit by the State Bond Commission.

ARTICLE XXII PROJECT CLOSOUT

22.1 The Entity shall submit to FP&C a final Request for Disbursement with all invoices, payment applications, change order, etc., on any contract for which FP&C has obligated funding. The Entity shall also submit to FP&C a statement that no additional funds are due to the Entity under this appropriation. Said final Request for Disbursement and statement shall be submitted not later than eighteen (18) months after the date of substantial completion or acceptance of the project.

THUS DONE AND SIGNED, this 26th day of September, 2025, at Thibodaux, Louisiana.

WITNESSES: STATE OF LOUISIANA BY: ROGER E. HUSSER, JR. FP&C DIRECTOR DIVISION OF ADMINISTRATION

THUS DONE AND SIGNED, this 26th day of September, 2025, at Thibodaux, Louisiana.

WITNESSES: ST. CHARLES PARISH BY: MATTHEW JEWELL PRESIDENT

Entity Witness #1 Signature Entity Witness #1 Printed Name Entity Witness #2 Signature Entity Witness #2 Printed Name

FUNDING SUMMARY THE STATE OF LOUISIANA and St. Charles Parish West Bank Water Treatment Plant, E Plant Construction (St. Charles) FP&C Project No. 50-345-25-02

Table with columns: ACT #, YEAR, DESCRIPTION, STATE CASH, STATE NON-CASH LINE OF CREDIT, OTHER, TOTAL FUNDING. Includes rows for 2025 State General Fund (Direct) Non-Recurring Revenues and FP&C ADMIN.

Federal Tax Identification for Entity: 72-6001208

2025-0235

RESOLUTION NO. 6863

A resolution appointing a member to the Industrial Development Board of the Parish of St. Charles.

WHEREAS, there exists a vacancy on the INDUSTRIAL DEVELOPMENT BOARD OF THE PARISH OF ST. CHARLES due to the expiration of the term of Mr. Jeffery Lemoine, Jr. on October 1, 2025; and,

WHEREAS, it is the desire of the Parish Council to fill this vacancy. NOW, THEREFORE, BE IT RESOLVED, that Mr. Samuel F. Elliott 670 Magnolia Ridge Rd., Boutte, LA 70039

is hereby appointed to the INDUSTRIAL DEVELOPMENT BOARD OF THE PARISH OF ST. CHARLES.

BE IT FURTHER RESOLVED that said appointment shall be effective OCTOBER 1, 2025 and shall expire OCTOBER 1, 2031.

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

And the resolution was declared adopted this 22nd day of September, 2025, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Kelly Yonca SECRETARY: Michelle Supada DLVD/PARISH PRESIDENT: September 23, 2025 APPROVED: DISAPPROVED:

PARISH PRESIDENT: Matt Jewell RETD/SECRETARY: September 26, 2025 AT: 10:12 am. RECD BY:

2025-0236

RESOLUTION NO. 6864

A resolution appointing a member to the Industrial Development Board of the Parish of St. Charles.

WHEREAS, there exists a vacancy on the INDUSTRIAL DEVELOPMENT BOARD OF THE PARISH OF ST. CHARLES due to the expiration of the term of Mr. Zachary "Zack" Young on October 1, 2025; and,

WHEREAS, it is the desire of the Parish Council to fill this vacancy. NOW, THEREFORE, BE IT RESOLVED, that Mr. Zachary "Zack" Young 586 Willowridge Dr., Luling, LA 70070

is hereby appointed to the INDUSTRIAL DEVELOPMENT BOARD OF THE PARISH OF ST. CHARLES.

BE IT FURTHER RESOLVED that said appointment shall be effective OCTOBER 1, 2025 and shall expire OCTOBER 1, 2031.

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

And the resolution was declared adopted this 22nd day of September, 2025, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Kelly Yonca SECRETARY: Michelle Supada DLVD/PARISH PRESIDENT: September 23, 2025 APPROVED: DISAPPROVED:

PARISH PRESIDENT: Matt Jewell RETD/SECRETARY: September 26, 2025 AT: 10:12 am. RECD BY:

2025-0245

RESOLUTION NO. 6865

A resolution appointing a member to the Industrial Development Board of the Parish of St. Charles.

WHEREAS, there exists a vacancy on the INDUSTRIAL DEVELOPMENT BOARD OF THE PARISH OF ST. CHARLES due to the resignation of Mr. Corey Fauchoux on August 6, 2025; and,

WHEREAS, it is the desire of the Parish Council to fill this vacancy. NOW, THEREFORE, BE IT RESOLVED, that Mr. Patrick Beard 3756 Tara Drive, Destrehan, LA 70047

is hereby appointed to fill the unexpired term on the INDUSTRIAL DEVELOPMENT BOARD OF THE PARISH OF ST. CHARLES.

BE IT FURTHER RESOLVED, that said appointment shall be effective IMMEDIATELY and shall expire OCTOBER 1, 2027.

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

And the resolution was declared adopted this 22nd day of September, 2025, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Kelly Yonca SECRETARY: Michelle Supada DLVD/PARISH PRESIDENT: September 23, 2025 APPROVED: DISAPPROVED:

PARISH PRESIDENT: Matt Jewell RETD/SECRETARY: September 26, 2025 AT: 10:12 am. RECD BY:

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.

Michelle Impastato MICHELLE IMPASTATO COUNCIL SECRETARY

Publish on: October 2, 2025

- Notes: 1. Planning costs shall not exceed 10% of Construction costs. Miscellaneous costs shall not exceed 5% of Construction costs. 2. Capital Outlay Cash includes General Funds, NRP Bonds, Cash Line of Credit and/or Bonds sold. 3. Total in "Other" column equals required 25% match as reflected in Article XIX. 4. The total estimated project cost is \$54,000,000.00 per the 2025-26 Capital Outlay Request.

A-5: IRS W-9 FORM

Form W-9 Request for Taxpayer Identification Number and Certification. Includes fields for name, address, TIN, and certification.

2025-0292

INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT (GRANTS OFFICE & DEPARTMENT OF PUBLIC WORKS) 6861

RESOLUTION NO. 6861

A resolution to approve scope of work and budget revisions to complete flood improvements within the Turtle Pond watershed area in St. Rose utilizing funding through the Louisiana Watershed Initiative.

WHEREAS, in February 2024, St. Charles Parish entered into a Cooperative Endeavor Agreement with the State of Louisiana Office of Community Development for \$15,000,000.00 in funding through the Louisiana Watershed Initiative (LWI); and,

WHEREAS, the funding was to be distributed as follows, \$9,230,000.00 in funding to the Turtle Pond Pump Station Upgrades and \$5,770,000.00 in funding to the Fairfield and Oakland Pump Station Upgrades; and,

WHEREAS, the LWI program requires the completion of a Hydrology and Hydraulic Study of each project; and,

WHEREAS, the result of the Hydrology and Hydraulic Study for the Turtle Pond Pump Station Upgrades project determined that conveyance improvements, in addition to the pump station upgrade, are necessary; and,

WHEREAS, St. Charles Parish worked with the Louisiana Office of Community Development to propose a successful plan of action to expand the scope of the project to reduce the flooding in the Turtle Pond watershed area; and,

WHEREAS, the new plan requires a change in scope from the original proposed project and the addition of local funding to the budget; and,

WHEREAS, the new proposed project has an estimated cost of \$12,837,334.43; and,

WHEREAS, St. Charles Parish is committed to providing the additional local funding needed to complete the project.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby approve and support the scope of work and budget revisions to complete flood improvements within the Turtle Pond watershed area in St. Rose utilizing funding through the Louisiana Watershed Initiative.

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

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

And the resolution was declared adopted this 22nd day of September, 2025, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Kelly Yonca SECRETARY: Michelle Supada DLVD/PARISH PRESIDENT: September 23, 2025 APPROVED: DISAPPROVED:

PARISH PRESIDENT: Matt Jewell RETD/SECRETARY: September 26, 2025 AT: 10:12 am. RECD BY:

2025-0220

RESOLUTION NO. 6862

A resolution appointing a member to the St. Charles Parish Coastal Zone Advisory Committee as Member 1.

WHEREAS, there exists a vacancy on the ST. CHARLES PARISH COASTAL ZONE ADVISORY COMMITTEE; due to the resignation Ms. Sarah Thiipen on June 10, 2025; and,

WHEREAS, it is the desire of the Parish Council to fill this vacancy.

NOW, THEREFORE, BE IT RESOLVED, that Dr. Mark A. Kulp 10 Trepagnier Dr., Destrehan, LA 70047

is hereby appointed to the ST. CHARLES PARISH COASTAL ZONE ADVISORY COMMITTEE as Member 1 for a term of TWO (2) years.

BE IT FURTHER RESOLVED that said appointment shall be effective SEPTEMBER 23, 2025 and shall expire SEPTEMBER 23, 2027.

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

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

And the resolution was declared adopted this 22nd day of September, 2025, to become effective immediately upon adoption.

CHAIRMAN: Kelly Yonca SECRETARY: Michelle Supada DLVD/PARISH PRESIDENT: September 23, 2025 APPROVED: DISAPPROVED:

PARISH PRESIDENT: Matt Jewell RETD/SECRETARY: September 26, 2025 AT: 10:12 am. RECD BY:

Sheriff's Sale

SHERIFF'S SALE
 SHERIFF'S OFFICE
 Suit No: (45) 96302-E
 Date: Wednesday, September 17, 2025
FIRST GUARANTY BANK
 vs
LACY L ARABIE
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, AUGUST 28, 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, NOVEMBER 05, 2025, at 10:00 A.M., to the last and highest bidder for cash, the following described property; to wit: ALL THAT CERTAIN LOT OR PARCEL OF GROUND, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes and advantages and component parts thereunto belonging or in anywise appertaining thereto, lying and being situated in the Parish of St. Charles, State of Louisiana, on the west bank of the Mississippi River; and according to a survey prepared by R.P. Bernard, Surveyor, entitled "Survey and Site Plan for Family Development of a Portion of Lot 2 of a plan prepared by E.M. Collier, PLS in May, 1949, located in Section 34, T12S, R20E, at St. Charles Parish, Louisiana", dated April 23, 1999, said portion of ground is designated as "D.U. #1 and measures 141 feet front on the River Road (La. Hwy. 18) and has a depth on the lower side along the River Park Apartments property of 328.01 feet, a width in the rear of 132.07 feet, and a depth along its upper side of 300 feet. Improvements bear the Municipal No. 116 Landeche Lane, Hahnville, Louisiana 70057. Being the same property acquired by Lacy Arabie in the Act of Sale dated April 25, 2020, recorded April 30, 2020 at COB 890, folio 597, Entry No. 448498. And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: **ONE HUNDRED AND ONE THOUSAND SEVEN HUNDRED AND SIX AND EIGHTY-SIX (\$101,706.86) DOLLARS**, along with interest and attorney's fees and all other costs including my own costs and charges. **TERMS AND CONDITIONS OF SALE: CASH IN THE FORM OF A CASHIER'S CHECK DUE BY 2:00 P.M. DAY OF THE SALE. PUBLISH ON: October 2, 2025 October 30, 2025 GREG CHAMPAGNE-SHERIFF & EX-OFFICIO TAX COLLECTOR ST. CHARLES PARISH ATTORNEY FOR PLAINTIFF: A. BRADLEY BERNER P.O. BOX 1935 1250 S.W. RAILROAD AVENUE, SUITE 230 A HAMMOND, LA 70404 504-386-3653 SCSO-CIV-209-0402**

Public Notice



ST. CHARLES PARISH
 PROCUREMENT

MATTHEW JEWELL
 PARISH PRESIDENT
 BRENDA J. CAMPOS
 PROCUREMENT OFFICER

ONLINE AUCTION

Starting October 17, 2025, and ending on October 31, 2025

St. Charles Parish Office of Procurement will host an online auction to sell miscellaneous surplus items and equipment beginning on October 17, 2025. The auction will close on October 31, 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

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 ST. CHARLES HERALD GUIDE
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 October 9, 2025
 October 16, 2025
 October 23, 2025

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 David Moreland
 Louisiana's foremost deer biologist

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