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Parish mom writes children's book featuring son with Down syndrome

Meghan McCune Reporter
meghanm@heraldguide.com

A mess can be beautiful. That's the message of a recently published children's book by Shelley Smith Adams, a longtime parish resident.

"Coley Bear's Blue-Tastic Day" is the first in a series that Adams dedicated to her son, Cole, who has Down syndrome. The book is based on a true experience – the day that Cole decided to paint himself in blue paint. Instead of seeing the mess, Adams saw the joy and pride on Cole's face.

"A mess can be a beautiful expression of fun, and the love and understanding of family are what truly matters," Adams writes in the book's description. "Cole sees the world in a wonderfully unique way, inspiring others just by being himself."

Adams said she hopes the book helps parents of kids with Down syndrome realize their child will have experiences that many other kids do.

BLUE-TASTIC on 4A

Wildcats and Tigers hit road for Week 7



TURN to 1B

'Reckless Son' brings show to Luling



TURN to 8B

Cole Adams, 11, holds the children's book written by his mom, Shelley Smith Adams. The book is available for purchase at Amazon, Barnes and Noble and other retailers.

Destrehan alum proudly serves in Navy, follows in grandparents' footsteps

Ryan Arena Editor
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It all started in Destrehan for Lt. Matthew Lewis.

It was in his hometown that Lewis built the personal foundation he would call upon to thrive in the U.S. Navy.

Lewis serves the Navy assigned to Patrol Squadron (VP) 45. He graduated from Destrehan High School before going on to graduate from the U.S. Naval Academy in 2021 with a degree in mechanical engineering.

Lewis says that the skills and values needed to succeed in the Navy are things he developed while growing up in St. Charles Parish.



LEWIS on 5A Lt. Matthew Lewis

IMTT brings hands-on learning, real world experience to Cammon lesson

Ryan Arena Editor
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Eighth graders at Albert Cammon Middle School recently got a bit of hands-on training in STEM.

IMTT representatives visited the school last week and used their scientific knowledge to enrich the students' lesson, while at the same time illustrating the kind of real-world applications of the discussed concepts that could inspire a student to explore potential STEM career paths down the line.

The IMTT experts spoke to the



Shanon Naquin of IMTT works with Albert Cammon students.

students about bulk-liquid storage and helped facilitate some hands-on activities for the students to participate in – students observed how different

STEM on 5A

<p>13572 River Rd • Destrehan</p>	<p>13413 Hwy. 90 • Boutte</p>	<p>217 Apple St • Norco</p>	<p>DEALS OF THE WEEK FOR OCTOBER 16 - 22, 2025</p> <div style="display: flex; justify-content: space-between;"> <div data-bbox="1068 2735 1350 3005"> <p>Ozarka Water 24 pk</p> <p>\$4.39</p> </div> <div data-bbox="1350 2735 1941 3005"> <p>Tito's Handmade Vodka 1.75 ltr</p> <p>\$32.99</p> </div> </div> <p>OPEN 7 DAYS A WEEK!</p>	
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Attorney Loyd Bourgeois poses for a photograph at the library. Bourgeois and other local lawyers will offer free consultations at the library next week as part of the Lawyers in Libraries event, which is coordinated by the Louisiana State Bar Association, the State Library of Louisiana, and the Louisiana Library Association.

Local lawyers to offer free consultations at library event

Meghan McCune Reporter
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Next week, community members can visit the library to ask their civil legal questions and learn about legal resources during a free one-on-one consultation with a local attorney. The consultations last about 15 to 20 minutes.

Lawyers Loyd Bourgeois, Aaron Hurd, John Norris and Donita Brooks will visit various library branches from Monday, Oct. 20 through Saturday, Oct. 25.

Bourgeois said these free programs are important because legal help is often out of reach of many community members. The sessions are often not designed to provide complete and full answers, but he said he hopes they offer at least some direction to help residents with their legal issue.

“In speaking with a licensed attorney, a participant should have clarity on next steps, and potentially some resources to help them on their way,” he said.

Bourgeois said residents can bring any documents they feel are relevant.

“While documents are not required, they may be helpful if questions relate to judicial orders, wills, power of attorneys, property, etc.” he said. “Historically, questions have centered on property issues, injury claims, and a broad range of other legal matters.”

More lawyers are participating in the program this year than any other year. This is the 12th year the library has participated in the Lawyers in Libraries event, which is coordinated by the Louisiana State Bar Association, the State Library of Louisiana, and the Louisiana Library Association. Since the program’s launch in 2014, attorneys have assisted over 15,000 Louisianans and reached patrons in every parish.

Maria Bilello, the adult programming and outreach librarian for St. Charles Parish Library, said public libraries are natural starting points for people in search of information and services.

CONSULTATIONS on 7A

State agency to host public hearing on IMTT air permit

Meghan McCune Reporter
meghanm@heraldguide.com

The Louisiana Department of Environmental Quality will host a public hearing Tuesday, Oct. 21 at 6 p.m. in the Albert Cammon Middle School Gymnasium in St. Rose.

International Matex Tank Terminals, a bulk liquid storage company in St. Rose, has applied to renew its Part 70 Operating Permit, also known as a Title V permit. The permit is required every five years and requires facilities to monitor, report and maintain records of their emissions. IMTT must comply with federal and state air pollution laws.

In its request for a permit renewal, IMTT also requested multiple changes, including the addition of 26 storage tanks; these tanks were authorized in prior permitting actions but have not yet been constructed. IMTT is also seeking to add emission sources as part of its new ammonia storage system.

Longtime St. Rose resident Kimbrelle Eugene Kyereh said she hopes St. Charles Parish residents show up to the hearing to tell their experiences and voice their opinion. She has advertised the hearing through flyers, emails and texts to other residents.

“We need residents’ help to protect the air, the health and future of St. Rose,” Kyereh said. “I hope they stand up for themselves, advocate for themselves and their families and their community.”

Kyereh is the founder and executive director of Refined Community Empowerment, a non-profit that seeks to address social injustices in vulnerable communities in St. Charles Parish. She has been a vocal critic of IMTT and said

she smells chemicals in her home, which is on the fence line of the tank terminal. She said children are smelling the chemicals at the bus stop.

Richard Rainey, a spokesperson for IMTT, said IMTT has reduced emissions and odors at the facility significantly since 2021 with specialized vents that reduce tank emissions. He said this permit would lower IMTT’s permitted emissions at the St. Rose terminal by 10 percent. He also stressed that no new tanks can be constructed without additional approval processes to authorize construction.

IMTT’s Chairman and CEO Carlin

AIR PERMIT on 7A



Above, IMTT operates bulk liquid storage. The company has filed a permit renewal request with the Louisiana Department of Environmental Quality. The public hearing on the permit is Tuesday, Oct. 21 at 6 p.m. Below, a photo from an LDEQ hearing last year that was shut down by a fire department official because of overcrowding.

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BLUE-TASTIC from 1A

“For new parents that get a diagnosis, they can maybe see this book and be like, ‘oh, my kids going to get into these kinds of messes, and he’s going to do these kinds of things that all these kids do,’” Adams said. “This isn’t going to be a death sentence. This isn’t going to be a horrible thing.”

Adams said she wished she was given that perspective when doctors first told her that Cole, her second child, had Trisomy 21. Cole, who was born premature and with a complex whole in his heart, was in the NICU. Adams had finally gone home after days spent by his bedside when she got the call from her doctor with the results of her son’s genetic test. “I’m very sorry,” the doctor told her.

“I was in a very dark place for a few days,” Adams said. “What the doctor was saying sounded very negative.”

Adams’ perspective began to shift, however, when she told her older son, who was 12 years old at the time of Cole’s birth, about his little brother’s diagnosis. He asked her: would this kill him? Will he still play ball with me one day?

Adams told her son that his baby brother would be okay.

Cole finally went home after 99 days in the NICU and an open-heart surgery. He returned months later for another open-heart surgery, and he has since had 11 other surgeries, including a spinal fusion in 2018.

“He is our little miracle baby,” Adams said. “He was destined to be here and be with us.”

Cole is now 13 years old. He plays baseball, he takes hip hop dance classes, he loves to socialize, and he enjoys school.

“The boy is a hoot,” Adams said. “He just really does some funny stuff. He knows everybody. If he doesn’t know you, he’s going to act like he does.”

Adams, an accountant, said she always wanted to write a book. The idea of her first book was sparked by the photo of Cole covered in blue paint.

“I thought it would be a really cute book idea,” Adams said. “It’s not a how-to and it’s not a Down syndrome book. The main character just happens to be a kid with Down syndrome.”

Cole loves that he is in the book, which is now available for purchase on Amazon, Barnes and Noble and other retailers. Adams has already sold over 200 books.



Above, Shelley Smith Adams poses for a photograph. Below, Cole paints himself in blue paint. The photo sparked the idea for Adams’ first book.

“People want Cole to sign their books,” Adams said. “He thinks he’s a superstar.”

Each year, Adams and her family organize a kickball tournament at West Bank Bridge Park to raise money for the non-profit Upside Downs, which supports kids with Down syndrome and their families. Last April, the tournament raised over \$20,000, and about 500 people attended the event.

“It’s really amazing the amount of support we get from the parish,” Adams said. “I can go to the grocery, and people are telling Cole hi, and I don’t even know who they are, but everybody seems to know him.”

Adams said Upside Downs delivers baskets to new parents of children with Down syndrome. The baskets have baby items, resources, books, and contact information for other parents of children with Down syndrome. The group also educates health care staff on how



Adams poses for a photo with her family. Cole has an older brother, Trent, and a younger sister, Ryleigh.



Adams said the tournament raised over \$20,000 last year.

important the delivery of a Down syndrome diagnosis is to parents.

Adams said she hopes one day her

book is included in that basket for new parents.

“I hope that instead of that dark place,

not knowing what this means for their child, they can see that we’re all more alike than different,” she said.



Cole poses for a photograph with a team at a kickball tournament. Each year, Adams and her family organize a tournament at West Bank Bridge Park to raise money for the nonprofit Upside Downs.

LEWIS from 2A

"I had a lot of positive role models in the area, especially my teachers who promoted a love for learning," Lewis said. "They taught me to always try my best and to believe in myself to go for my goals."

While growing up in St. Charles Parish, Lewis was an accomplished student - and then some. Lewis was named St. Charles Parish's middle school Student of the Year as an 8th grader at Harry Hurst Middle School, where he kept quite busy - as a Roadrunner, he was active in numerous organizations including Boy Scouts, Junior Beta Club, St. Charles Parish Library Teen Advisory Group, Student Council, Order of the Arrow, theater, school chorus, Abbey Youth Fest and the Red Church Fair.



Lt. Matthew Lewis in flight.

He went on to attend Destrehan High School, graduating as a member of the Wildcats' Class of 2017.

Lewis joined the Navy four years ago. He commissioned as a Navy pilot in May of 2021, and serves as a pilot today.

It was a natural pursuit for him - it's in his blood. Lewis takes after family in this aspect.

"Both of my grandparents served in the military, and I had some influence growing up from people older than me who served in the military," Lewis said. "I attended the Naval Academy summer seminar program and really enjoyed it."

Navy officials continue to emphasize that the prosperity of the United States is directly linked to recruiting and retaining talented people from across the country. 90 percent of global commerce transports by sea and access to the internet relies on the security of undersea fiber-optic cables.

Thus, Lewis and his fellow Naval officers continue to do vital work. Lewis will also have many opportunities achieve during his military service going forward.

He said he is most proud of earning the "Wings of Gold" as a naval aviator in March of 2024. The Wings of Gold are naval aviator wings awarded to pilots in the U.S. Navy and Marine Corps upon completion of their flight training. The wings symbolize proficiency, professionalism, and commitment to service.

Lewis serves a Navy that operates far forward, around the world and around the clock, promoting the nation's prosperity and security.



Lt. Matthew Lewis with fellow service members.

"Serving in the Navy means being part of a team with a common goal," Lewis said. "It's an honor serving with a great group of people who put their country, their family and their friends above themselves."

Lewis is grateful to others for helping make a Navy career possible - especially his parents, Karen Graci and Gary Lewis, who he called his biggest supporters who encourage him in everything he sets out to do.

(Special thanks to Alvin Plexico, Navy Office of Community Outreach for information used for this story).

STEM from 1A

liquids interact and discussed the engineering challenged of storing them safely.

The partnership is aimed at connecting classroom science directly to industry applications in a way that can prepare the students for future opportunities. The lesson extended throughout the school day.

"If you like this field - you like math, you like science, there are things you can do. And this helps highlight that," said Ronny Seal, curriculum specialist of school-to-career for St. Charles Parish Public Schools. "And it's local, right? You're right down the street. It's profound how that science thing they had to learn in class relates directly to some of the major processes that you have to put in place for young people to do it, and then they're able to grasp that."

"There's no better way that a school can do it because - parents can tell their young students that this is something you can explore, this is something you can learn and make use of later on (in industry). But they may not give it full attention or take it seriously enough."

One exercise saw the students break into groups and illustrate on paper a tank heating concept - that led to discussions of how an approach can go wrong and the way to execute the scenario properly.

It challenged students to visualize how they'd approach the situation, and in the end illustrated the "why" of how professionals do things the way they do.

"If we're getting a substance to go through a pump and all of a sudden it cools off, becomes a solid and clogs the pipe, that causes

major problems," Seal said. "It's vital for them to understand that there's certain things we need to know that we can restore."

All of this allows students exposure to relevant examples of the concepts they're learning, provided by people who use these concepts on a day-to-day basis.

"That helps them understand that entire world now," Seal said. "And, in particular, IMTT who is here in this community. These students can say, hey, I never thought I'd become an environmental engineer or a heater operator, but if I can do that right here at home that might be a great plan."

This is the second year that IMTT has visited Cammon. Rainey said expanding the program by working with Destrehan and Hahnville High School chemistry, classes is also being discussed.

Rainey said after the past two years, approximately 200 students now have a better understanding of how they can potentially one day make the most of these concepts.

"And at the end of the day, we have to teach these students science," Seal said. "We have certain standards, and this is the standard we have to teach and they have to learn. So, it just makes sense to have somebody who is able to take what they're learning and how to apply it to the real world."



Obituaries

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

Stolsek

Andrew "Drew" Stolsek, 56, of Luling, Louisiana, passed away on October 7, 2025, after a lengthy and courageous battle with cancer.

Born on February 15, 1969, in St. Louis, Missouri, Drew was the beloved son of Patricia "Mitch" Young and her husband, Milo, and of Fred Stolsek and his wife, Bev. He is also survived by his daughter, Brianna Wilson, and her fiancé, Arthur De Barros, as well as several stepbrothers, a step-sister, and many cherished friends who will forever hold him close in their hearts.

Drew dedicated much of his career to Entergy's Waterford 3 Nuclear Station, where he worked with pride and professionalism as a Senior Radiation Protection Technician. He retired in May 2025 after decades of committed service earning him the respect and friendship of colleagues.

From a young age, Drew lived life in the fast lane - literally. He had an enduring passion for speed and his motorcycles, cars, trucks, and boat were always meticulously maintained and fine-tuned for performance. His attention to detail and enthusiasm for all things mechanical reflected both his skills and spirit.

Drew will be remembered as a devoted son, a proud father, and a loyal friend. His humor, generosity, and love of life touched everyone who knew him.

The family extends a heartfelt thank-you to the compassionate staff at MD Anderson Cancer Center in Houston, Texas, for their exceptional care and support throughout Drew's journey.

A celebration of life will be held at noon on Saturday, October 25, 2025, at The Father's House, 16796 US-90, Des Allemands, Louisiana. In lieu of flowers, the family requests donations be made to MD Anderson Cancer Center in Drew's memory.



Duet-Champagne

With great sadness, we announce the passing of Randal Paul Duet-Champagne at the age of 57. Born March 12, 1968, in New Orleans, LA and longtime resident of Luling, LA, Randy has been living the last several years in Fort Collins, CO. Randy passed away on Saturday September 6, 2025. He was an avid family man with a profound sense of dedication to his wife Dana and his children Emery and Ellie. Though Randy was a successful company manager, he loved spending time with family hiking through Rocky Mountain National Park along with other outdoor activities. He found immense joy traveling with his family including a recent family vacation to Portugal.



Randy had a quiet strength about him. He showed up, steadily, reliably with a heart full of kindness and generosity. His dedication and love for his family cannot be adequately described in a few short sentences. No one can deny his love for his wife Dana and daughters Emery and Ellie. Nothing else mattered to him.

Randy is survived by his wife of 24 yrs Dana, his daughters Emery, 23 and Ellie, 19. He also left behind his father Charles Champagne Sr, brothers Ricky and Chuck along with niece Melanie, nephews Drake and Dalton, great niece Evelyn and great nephews Daxton, Walker and Charlie. He is preceded in death by his mother Alma Champagne

Randy leaves a legacy of achievements, adventure and love for family. Please keep him in your thoughts and prayers. His soul will be forever missed by his family and friends. Randy's Celebration of life will take place 10AM, October 18, 2025, at St. Thomas the Apostle Catholic Church, 720 Beach Blvd. East Long Beach Mississippi 39560.

In lieu of flowers, please donate to one of the following 3 organizations that were important to Randy : American Heart Association (<https://www.heart.org/en/why-give>), Clean Air Initiative (<https://www.catf.us/>), and Rocky Mountain National Park Conservatory (<https://rmconservancy.org/>).

Sheriff's Reports

Suspects are innocent until proved guilty in a court of law

Arrests

• **Courtney Bordelon, 34**, was arrested Oct. 11 in Des Allemands and charged with criminal abandonment.

• **Quina Farnell, 35**, was arrested Oct. 12 in Luling and charged with child passenger restraint system and resisting an officer.

• **Wardell Anderson, 47**, was arrested Oct. 12 in Boutte and charged with battery of a dating partner – strangulation.

• **Rigoberto Sarrio Jr., 47**, was arrested Oct. 8 in Hahnville and charged with reckless operation without accident and flight from an officer.

• **Spencer Lee, 30**, was arrested Oct. 8 in St. Rose and charged with resisting an officer and maximum speed limit.

• **Jaimari Fleming, 19**, was arrested Oct. 8 in Luling and charged with public intimidation, disturbing the peace – offensive, derisive, annoying words to another and resisting an officer.

• **Jeanara Fleming, 22**, was arrested Oct. 8 in Luling and charged with disturbing the peace – offensive, derisive, annoying words to another.



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AIR PERMIT from 2A

Conner said in a statement that the permit renewal is a win-win for IMTT and the communities of St. Rose and St. Charles Parish.

"It will allow us to continue to reduce our emissions, maintain hundreds of good jobs, generate millions in tax revenues that fund parish services, and enable us to continue to invest in the educational and social priorities identified by our community," he said.

In letters to the LDEQ, IMTT employees, business leaders and others voiced their support for IMTT's permit application.

Parish President Matthew Jewell, for example, said in his letter that IMTT has been a responsible operator of its River

Road terminal in the parish since 1961.

"Renewing this permit will allow the company to continue its substantial economic and community contributions while maintaining compliance with the highest environmental standards," he wrote.

Jewell wrote that the company's annual tax contributions of over \$5.5 million directly support essential services in St. Charles Parish.

Some St. Rose residents and others, however, have criticized the permit application. Healthy Gulf, a conservation group pushing for reducing pollution in waterways and preserving Gulf wetlands, wrote in a letter to LDEQ that IMTT's renewal permit was not just a

renewal but an expansion of the IMTT facility that would allow for four new ammonia tanks and over 20 new storage tanks.

"The St. Rose community is already overburdened with toxic industry and the associated health risks," the letter stated.

Last September, a public hearing on St. Charles Clean Fuels, an IMTT partner, was shut down by a fire department official because of overcrowding. That hearing was held at the St. Rose library despite Kyereh and others voicing concern about the venue's small size. St. Charles Clean Fuels has announced plans to build a \$4.6 billion ammonia plant in St. Rose.

According to the LDEQ, attendees at the Oct. 21 public hearing will have an opportunity to present oral statements, views, recommendations, opinions and information on the proposed permit. Written statements and other documents may be filed with the hearing officer at the hearing. The purpose of the hearing is to gather facts and information. It will not include a Q&A.

The deadline for submitting a public comment about IMTT's permit is Thursday, Oct. 23 at 4:30 p.m. Residents can email comments to deq.publicnotices@la.gov.

CONSULTATIONS from 2A**Monday, October 20****East Regional Library**

- 11am to 1pm: Loyd Bourgeois of LBJ Legal AND Aaron Hurd of The Hurd Firm

Norco Branch

- 2pm to 4pm: Aaron Hurd of The Hurd Firm

West Regional Library

- 5pm to 7pm: Donita Brooks

Tuesday, October 21**West Regional Library**

- 11am to 1pm: Loyd Bourgeois of LBJ Legal

Wednesday, October 22**St. Rose Branch**

- 2pm to 4pm: Aaron Hurd of The Hurd Firm

Thursday, October 23**West Regional Library**

- 11am to 1pm: Loyd Bourgeois of LBJ Legal

Friday, October 24**Paradis Branch**

- 10am to noon: Aaron Hurd of The Hurd Firm

Saturday, October 25**East Regional Library**

- 9am to 11am: John Norris of The King Firm

"Library staff can provide direction to available resources, but not legal advice, so the Lawyers in Libraries program is a great benefit to patrons needing legal help," she said.

Reservations for a legal consultation are not required. Lawyers will be at the library for two hours during the scheduled event.

Bilello said participants should check in with the front desk where library workers will be managing a wait list. If no one is currently with the attorney, they will guide the patron to where the attorney will be waiting for their one-on-one session. All sessions are in a private area, like a meeting room or study room.

Attorneys will also direct patrons to free and low-cost legal resources where relevant.

Bilello said community members often asks questions about divorce,

custody, successions, housing issues, food stamps, Medicaid and more.

"Twenty minutes may not solve legal questions fully but to get advice for what to do next is very empowering," Bilello said.

The Louisiana State Bar Association is also offering free virtual talks and ask-a-lawyer phone consultations Oct. 20-25 from noon to 1 p.m. each day. Residents can access the sessions through the

Louisiana Lawyers in Libraries Facebook page.

Loyd Bourgeois offers free notary services at the library once a month. Patrons with a free library card can also browse Gale LegalForms, a resource for creating Louisiana-specific legal documents. Southeast Louisiana Legal Services is a local resource for free legal aid to qualifying applicants.

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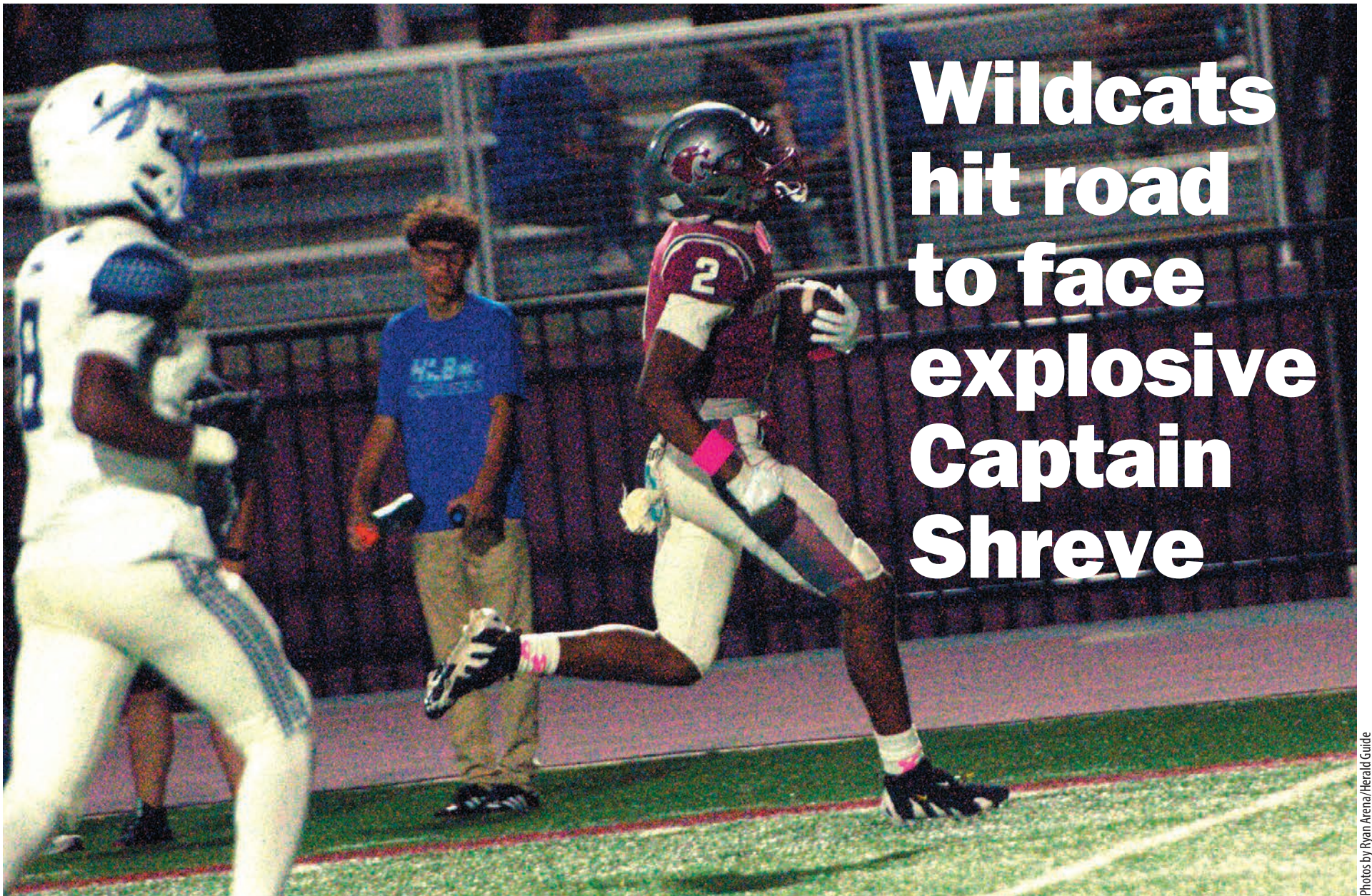


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Wildcats hit road to face explosive Captain Shreve

Photos by Ryan Arena/Herald Guide

Destrehan's Au'Shai Smith scores a touchdown against H.L. Bourgeois.

Teams played classic last season at Wildcat Stadium that came down to final play

Ryan Arena Editor
ryana@heraldguide.com

Though a non-district contest, Destrehan's win over Captain Shreve was arguably as pivotal as any toward the Wildcats turning around their 2024 season.

Destrehan was 3-3 after an injury-riddled start to the season and was faced with a Gators team that was setting records offensively – and that was fresh off of a 77-76 victory over Evangel just a week before.

So, when Shreve visited Wildcat Stadium, it quickly felt like a game that the last team with the ball would win – and with the Gators threatening in the final seconds of the game at the Wildcats' goal line, that seemed like bad news for the home team.

Destrehan's defense disagreed.

The Wildcats made a dramatic stop as time ran out, Jabari Mack making a game-sealing tackle behind the line of scrimmage to seal a 46-42 win for Destrehan – and though it wasn't the first of what would ultimately be an eight-game winning streak to the state semifinals for DHS, it largely seemed like the season's true jumping off point.

"It was an action-packed game," said Destrehan head coach Marcus Scott this week, as he prepares to take his team to Shreveport this time for another battle with the Gators. "It did feel like the last team with the ball was going to win, and then they did what they normally do and they throw the ball down and are inside our 10-yard line. And between the clock and some timely plays, we ended up coming out on top, but it was certainly a highly-contested ball game and we

expect the same this year."

There are a few different names on the Captain Shreve side this year, but the offense is still incredibly potent – the Gators have scored 56, 42, 59 and 66 in wins over Huntington, Natchitoches Central, Benton and Airline, respectively.

That offensive punch seems to be the key for CSHS (4-2); its two losses came against Ouachita Parish in Week 1, 37-19, and against Evangel last week, 71-25. Both of those games were on the road – Destrehan will attempt to hand Captain Shreve the Gators' first loss of the season on their home field.

The Gators went 6-5 last season against a tough schedule and a tough district that includes Evangel, Byrd and Parkway, CSHS reached the playoffs, where Evangel got a measure of payback in round one, eliminating their district rival.

This is head coach Jeremy Wilburn's second year guiding the program. Another familiar name to the Wildcats (4-2, 3-0) is star running back Jamarcea Plater. Earlier this season, Scott quipped that it seemed like Destrehan faced an upper-echelon rusher almost every week, and you can add Plater to that list – he's a big play back and one of the fastest players in Louisiana at any position. Last season he scored 29 touchdowns and rushed for well over 2,000 yards.

In Shreve's 66-56 win over Airline, Plater scored three touchdowns over 75 yards. He's a Wake Forest commitment and Friday will be another matchup of elite rushers as Plater and Destrehan's Malachi Dabney take the field.

"He can score from distance, and it makes him really hard to deal with," Scott said. "You know, it's one mistake. One mistake can lead to a touchdown. A lot of backs, they're big and strong, but after 15 yards maybe they get tackled or caught after a mistake. This guy, if he gets into the second level, a lot of times it's a touchdown. He's a game-changer."

One of the subplots this season for this Captain Shreve team is at quarterback. David Amos, the team's starter last season, departed the program for Calvary Baptist in August, just before the start of the season.

That forced the team to shift gears and move to Jackson Gaskin, who has thrived. In that noted Airline game, Gaskin had a big night as well. It took him just 17 pass attempts to tally 418 yards and four touchdowns. Gaskin did not play football last season, previously known for being a standout on the baseball diamond, but he's made a strong return to Friday night action.

"(Amos) transferred before the season, so they needed to go to a different quarterback – and (Gaskin) is a baseball player, a good athlete who's mobile and he can throw it. He's about 6'2 and you can tell he's very competitive," Scott said. "You can see that baseball background in him. He's played well for them."

Scott said there are threats across the field on offense and go after defenses with purpose, attacking the entire field both horizontally and vertically.

"You can't particularly just key on (Plater) and load the box. They have good receivers," Scott said. "And you

have to show them the proper respect on the outside. They'll also get them involved in the run game."

Defensively, Shreve likes to challenge the opposition's playmakers, playing a lot of man-to-man.

"That's what they did against a very good Evangel team, so they feel comfortable in their personnel," said Scott. "They fly around to the ball, they play man-to-man and they give you some unconventional looks with their front that you have to be ready for."

REINFORCEMENTS ARRIVE – After B.J. Reed had a big game against Terrebonne two weeks ago, rounding into form after early injury. Similarly, Khylan Rousseau made a splash play in Destrehan's win over H.L. Bourgeois Friday night, intercepting a pass and returning it for a touchdown as he has gotten healthier.

"He was dealing with some nagging injuries at the beginning of the year, but he had a really good spring for us," said Scott. "And based on that return and how fast he was running, he's feeling a lot better. He has a good knack for pass coverage and knows how to read the quarterback."

DESTREHAN 53, BOURGEOIS 6 – Jackson Fields was a nearly perfect 13-of-14 for 207 yards while accounting for three total touchdowns and Malachi Dabney rushed for 143 yards and two touchdowns in a rout at Wildcat Stadium.

Au'Shai Smith, Jaylan Ash and Khylan Rousseau also scored for the Wildcats, who led 26-0 after a quarter of play.



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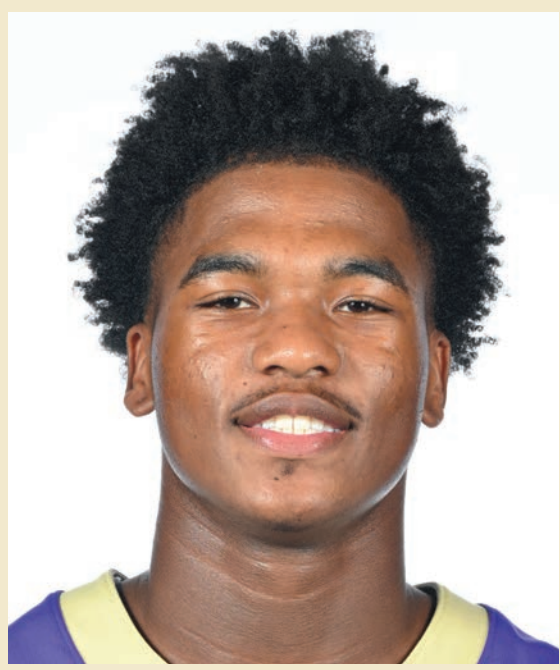
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OFFENSE

Fabian Celestine
Running back

It was another strong performance for the junior. Celestine once again showcased the complete game from a running back. He was the workhorse on the ground, rushing for 93 yards, and also hauled in three receptions for 61 yards as Hahnville defeated Thibodaux 34-20.



DEFENSE

Brayden Fontenot
Defensive back

Fontenot's interception return for a touchdown in the third quarter Friday night helped Hahnville put Thibodaux away and end THS' unbeaten run to start the season. Fontenot also notched four tackles, two of those for loss.

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OFFENSE

Jeshua Lazo
Offensive line

Lazo was the Wildcats' top graded lineman on a dominant night for the offense. Destrehan averaged nearly 10 yards a carry on the way to 197 rushing yards and Lazo and his fellow linemen kept a clean pocket for Destrehan passers, who combined to complete 16-of-17 attempts.



DEFENSE

Aiden Schwab
Defensive line

Schwab made an impact Friday as Destrehan defeated H.L. Bourgeois 53-6. He made four tackles, including one for loss, and recorded a sack on a dominant night for the defense. Destrehan held an opponent to six points or less for the second time in 3 weeks.



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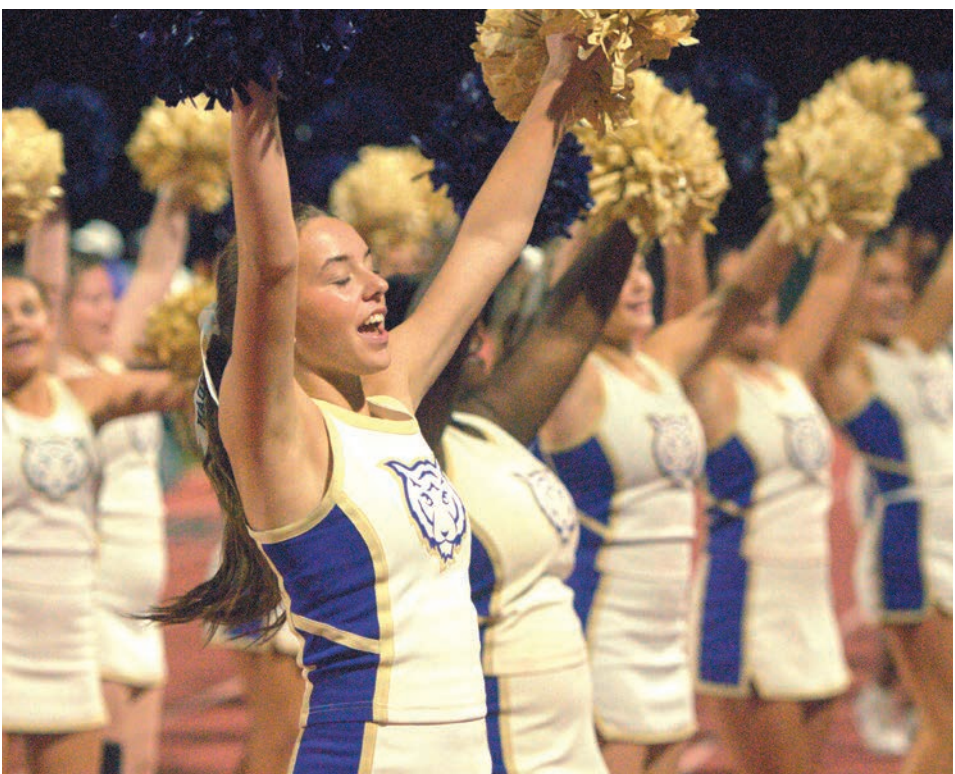
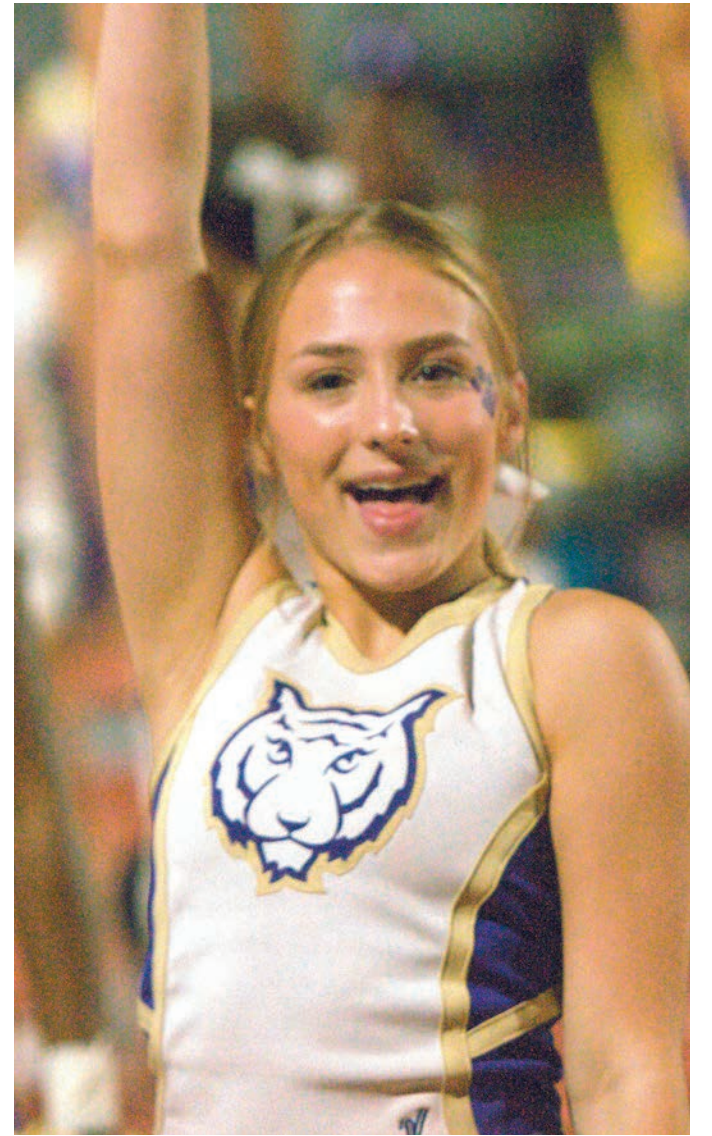
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Photos by Ellis Alexander

Hahnville looks to move to 6-1

Landen Teague of Hahnville takes off against Thibodaux.

Tigers travel to Central Lafourche with eye on earning 3rd straight win

Ryan Arena Editor
ryana@heraldguide.com

With four games left for his team this regular season, Hahnville head coach Greg Boyne wants to see one thing in particular over the next month.

When the Tigers have the opportunity to finish an opponent – show that knockout power.

“One of the things we’ve talked about with the players is getting off to a fast start and keeping the momentum,” said Boyne. “I thought even (in Hahnville’s win over H.L. Bourgeois in Week 5), we got off to the fast start and then toward the end of the first half, we kind of faded. The same thing happened this week (against Thibodaux). Then we came out pretty fast in the second half.”

Boyne chalks up some of that to human nature, but for Hahnville to get to where it’s looking to go, he said it will have to find a way to push past that.

“I think it’s natural sometimes when you’re out ahead to have a bit of a mental let down,” Boyne said. “And that’s what we’ve talked about. When you have a chance to finish them off – don’t let them hang around and start thinking they can come back. It happened in the playoffs last year against H.L. Bourgeois. It’s something we’ve emphasized.”

The Tigers certainly have knockout power – the third quarter of Friday’s 34-20 win at home over Thibodaux displayed that and then some. Hahnville scored three touchdowns over the final



Bennett Naquin makes a big gain against Thibodaux.

six minutes of the third quarter to take a 31-6 lead and all but put the visitors away, handing Thibodaux its first loss of the season.

This week Hahnville (5-1, 2-1) goes on the road for the third time in the past four weeks, taking on Central Lafourche on Friday night.

Central (2-4, 0-2) is coming off of a 32-14 loss at East St. John. Last season, the Trojans went 3-6 overall, including a 49-7 loss to Hahnville.

The Trojans have had some tough luck in past seasons – in 2023 and 2024, the team lost its starting quarterback, Jeremy Cleveland, before Week 2 of the season.

It’s been a bit of bad luck this season as

well – Central dealt with a flu outbreak that sidelined several players last week, and the injury bug has hit again.

But when Central takes the field Friday, Boyne said running back Robert Day will be one player that has the Tigers attention.

“They have a really good running back, and a lot of young guys playing with him,” said Boyne. “Offensively, they’re going to run spread, but it’s primarily 70 percent run.”

Day rushed for two touchdowns in what was a close loss in a shootout against rival South Lafourche in Week 2.

Cleveland has been healthy this season and has flashed his ability at different times, including a strong performance in his team’s 56-24 win over Central Catholic in Week 4.

Defensively, Central plays a lot of zone – it’s likely quarterback Landen Teague will have the chance to spread the ball around to several different targets, as he has much of the season, and that those players will have opportunities to do damage after the catch.

Boyne has been pleased at that aspect of the Tiger offense in recent games.

“I think early in the year I was probably calling too many shot plays, trying to get yards too fast... now, I think we’re back in a good rhythm, taking what the defense gives us and working underneath,” said Boyne.

Of Teague’s 10 completions on Friday, five different players caught passes

– Bennett Naquin, Kevias Singleton, Fabian Celestine, Jackson Porter and Aaron Williams – four of them hauling in two.

“It’s a group I was really high on coming out of the summer,” said Boyne. “The past few weeks, they’ve really played at a high level. Bennett’s gotten a lot of the attention, but Kevias is having a really good season. He’s catching everything – I think he’s only got one drop on the season. So, you’re getting what you want from your two seniors and everyone kind of follows their lead.”

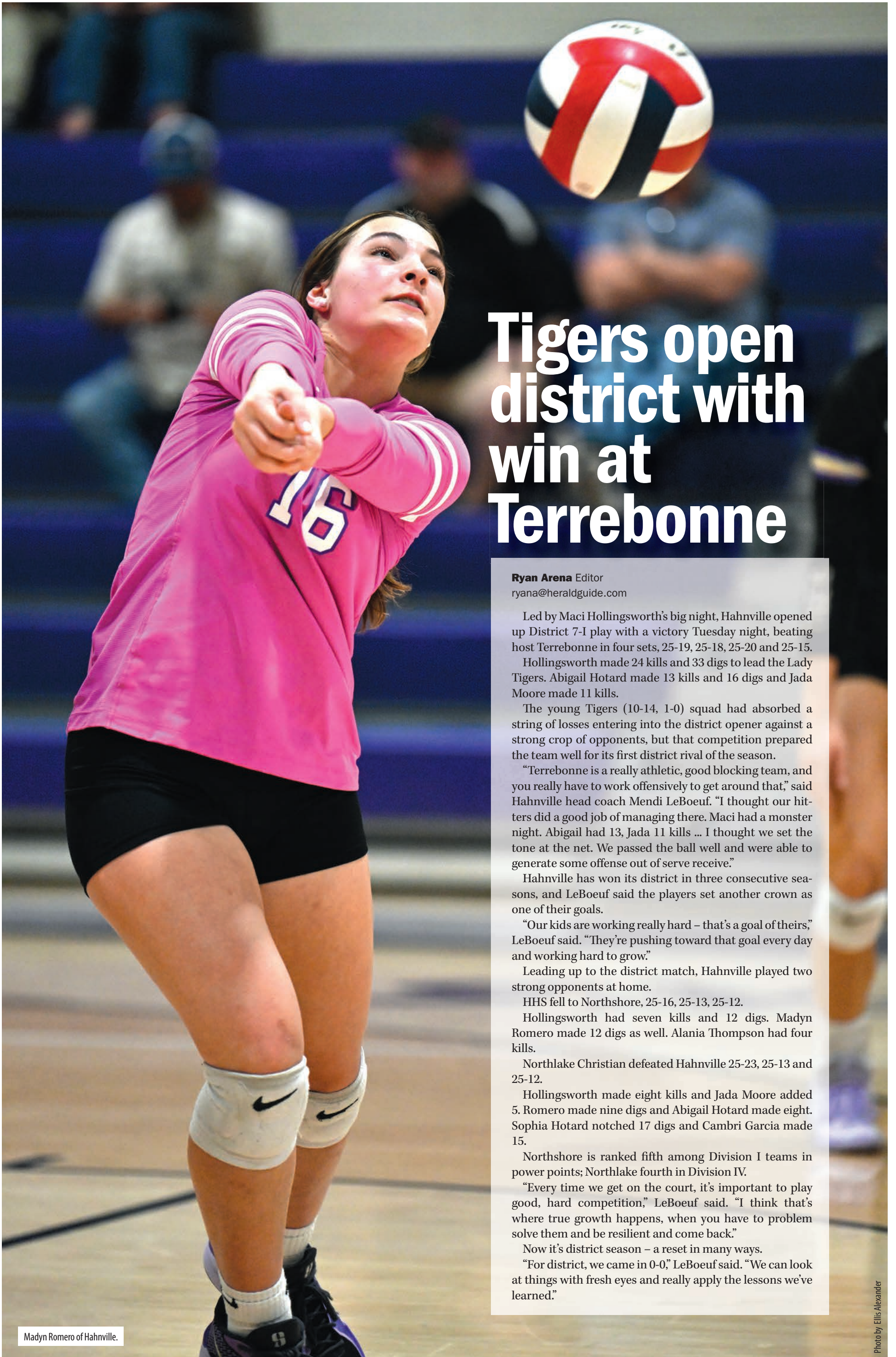
HAHNVILLE 34, THIBODAUX 20 - Hahnville scored three touchdowns over the final six minutes of the third quarter to take a 31-6 lead and all but put the visitors away in what was ultimately a 34-20 victory at home in Tiger Stadium.

Bennett Naquin scored twice and Fabian Celestine tallied 154 yards of offense in the win. Celestine rushed 26 times for 93 yards and caught three passes for 61 yards. Landen Teague completed 10 of 18 passes for 194 yards and a touchdown.

Brayden Fontenot’s interception and return for a score just before the end of the third quarter gave Hahnville a 31-6 lead.

Fontenot said Thibodaux had worked that concept a few times during the game, and this time Hahnville had a counter ready.

“We’d seen it a few plays before. They went back to it a few times. We saw it and robbed it ... we made adjustments throughout the game. If we can just limit the big plays we’re going to be a really good defense,” Fontenot said.



Tigers open district with win at Terrebonne

Ryan Arena Editor
ryana@heraldguide.com

Led by Maci Hollingsworth's big night, Hahnville opened up District 7-I play with a victory Tuesday night, beating host Terrebonne in four sets, 25-19, 25-18, 25-20 and 25-15.

Hollingsworth made 24 kills and 33 digs to lead the Lady Tigers. Abigail Hotard made 13 kills and 16 digs and Jada Moore made 11 kills.

The young Tigers (10-14, 1-0) squad had absorbed a string of losses entering into the district opener against a strong crop of opponents, but that competition prepared the team well for its first district rival of the season.

"Terrebonne is a really athletic, good blocking team, and you really have to work offensively to get around that," said Hahnville head coach Mendi LeBoeuf. "I thought our hitters did a good job of managing there. Maci had a monster night. Abigail had 13, Jada 11 kills ... I thought we set the tone at the net. We passed the ball well and were able to generate some offense out of serve receive."

Hahnville has won its district in three consecutive seasons, and LeBoeuf said the players set another crown as one of their goals.

"Our kids are working really hard – that's a goal of theirs," LeBoeuf said. "They're pushing toward that goal every day and working hard to grow."

Leading up to the district match, Hahnville played two strong opponents at home.

HHS fell to Northshore, 25-16, 25-13, 25-12.

Hollingsworth had seven kills and 12 digs. Madyn Romero made 12 digs as well. Alania Thompson had four kills.

Northlake Christian defeated Hahnville 25-23, 25-13 and 25-12.

Hollingsworth made eight kills and Jada Moore added 5. Romero made nine digs and Abigail Hotard made eight. Sophia Hotard notched 17 digs and Cambri Garcia made 15.

Northshore is ranked fifth among Division I teams in power points; Northlake fourth in Division IV.

"Every time we get on the court, it's important to play good, hard competition," LeBoeuf said. "I think that's where true growth happens, when you have to problem solve them and be resilient and come back."

Now it's district season – a reset in many ways.

"For district, we came in 0-0," LeBoeuf said. "We can look at things with fresh eyes and really apply the lessons we've learned."

Madyn Romero of Hahnville.

Musician Matt Butler's one-man show tells stories of incarcerated men, women

Meghan McCune Reporter
meghanm@heraldguide.com

Matt Butler has visited more than 100 prisons and jails throughout the country, performing concerts for the incarcerated. His one-man show, "Reckless Son," will bring those stories to audiences at the Lafon Performing Arts Center on Oct. 25 at 2 p.m. Tickets are \$45.

This will be Butler's first time performing in Louisiana.

Butler has never been incarcerated, a fact he makes sure to announce before he performs for incarcerated audiences. But he has written about his own experiences with addiction and mental health issues. He shared those songs with the incarcerated for the first time in 2016 when he visited Albany County Correctional Facility in New York. It was a powerful experience, he said.

"I kind of felt at that moment that I had never been listened to or seen or



Below, Musician Matt Butler poses for photographs. Above, Artwork for Butler's one-man show, "Reckless Son." Butler will perform at the Lafon Performing Arts Center on Saturday, Oct. 25 at 2 p.m.



heard by an audience the way I had that day," Butler said. "And I'd never felt such a sense of purposefulness."

During his visits to prisons, Butler hears the stories of the incarcerated. Those stories inspire more songs. Butler said the biggest takeaway from his visits to prisons is that, at the end of the day, many of us want the same things.

"I met a lot of people who just wanted

to get up, go to work, come home and take care of their children, have breakfast with their families on Saturday morning, like really basic things like that," he said.

We tend to think of the incarcerated population as an abstract group of people, he said. But they are people who have their own stories and their own experiences. Butler sees himself in them – a reckless son.

"It's humbling because I've realized that, if there were certain things that had been a little different in my own life, there's no reason why that wouldn't be me in the cell, wearing a uniform rather than with a guitar," he said.

Even though he is now playing for public audiences, Butler still visits and performs at prisons.

"When I do the show for the incarcerated, it's like I'm standing in front of them saying to them, 'hi, I'm going to tell

BUTLER to 10B

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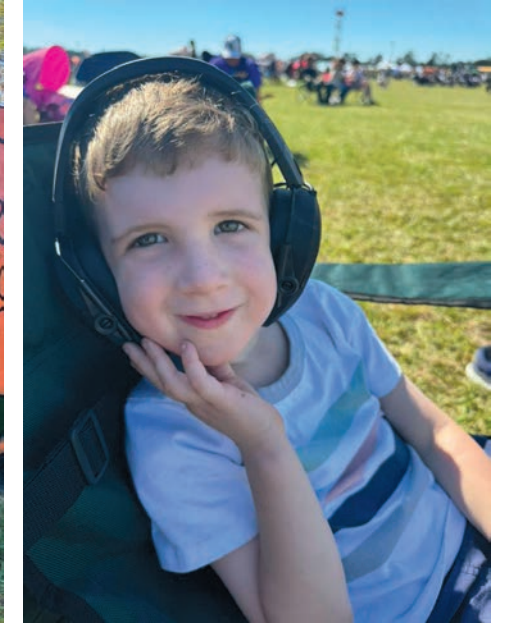
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Penelope and Olivia have fun at Paw Paw and Maw Maw's house.



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Finn.



Owen and Paton enjoy the weather.



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Butler performs for the incarcerated. Butler has performed at over 100 prisons and jails and his show, "Reckless Son," brings those stories to public audiences.

your story," Butler said. "It's important to me that it speaks true."

When he gets an applause, sees someone shed a tear, or hears someone laugh, it affirms that he can keep going.

"A prison can seem like a pretty rough place [to perform], but you get a lot of credit almost right from the beginning just by showing up," Butler said. "There was a lot of gratitude."

In "Reckless Son," nine monologues, or stories, are followed by a song that tells the story.

"For the public shows, it's like I am a transmitter," Butler said. "I'm trying to bridge the world momentarily. I'm going to bring the stories from behind the

walls out of the walls. There's a real sense of responsibility to that. I'm wanting to handle the material with respect and sensitivity and honesty."

The show is not setting out to teach a lesson or moralize, he said.

"I just want to hold up a window to something," Butler said. "But I do think that art in general - when it's working well - should sort of challenge the way people see certain things. It should expand viewpoints and ask people to be more open minded and flexible."

You can find more information about Butler and his music at his website, <https://mattbutlersongs.com>.

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Councilwoman, District V
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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

A PUBLIC AUCTION
THURSDAY, OCTOBER 23, 2025 AT 1:00PM
SURPLUS FROM ST CHARLES PARISH SHERIFF'S OFFICE

LOCATION: Manheim Lafayette
1611 St. Mary Street
Scott, LA 70583

LISTING: www.stcharlessheriff.org & <https://www.manheim.com/publicauctions/sales.do>
INSPECTION: Public Buyers can inspect the inventory beginning the morning of the sale up until sale time.
TERMS: Cash, Cashier's Checks, Money Order. No personal or company checks without a Bank Letter of Guarantee valid for 15 banking days after the auction

For more information, contact Lt. Andy Cimino, Fleet Manager @ (985) 783-1340.

Auction conducted by: MANHEIM LAFAYETTE (RENEE TORINA)
1611 St. Mary Street, Scott, LA 70583 (337) 237-5620

Publish on: October 9 & 16, 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

Public Notice

ORDINANCES AND RESOLUTIONS INTRODUCED FOR PUBLIC HEARING BY THE ST. CHARLES PARISH COUNCIL, ON MONDAY, OCTOBER 20, 2025, 6:00 P.M., COUNCIL CHAMBERS, PARISH COURTHOUSE, 15045 RIVER ROAD, HAHNVILLE:

2025-0305 (10/6/25, Jewell)

An ordinance of the Parish of St. Charles to amend the Code of Ordinances, Parish of St. Charles, Chapter 2, Article I. In General, Section 2-2. Fees of copies of documents (a), (b), and adding (d).

2025-0308 (10/6/25, Jewell, M. Bingham)

An ordinance approving and authorizing the execution of a Contract with Cycle Construction Company, LLC, for the Des Allemands Boat Launch (Project No. P210705), in the amount of \$4,989,859.00.

2025-0309 (10/6/25, Jewell, D. Foret)

An ordinance approving and authorizing the execution of Change Order No. 1 for the East Bank Bridge Park Improvements (Project No. RECBI23), to increase the contract amount by \$87,294.80 and increase the contract time by one hundred thirty-four (134) days.

2025-0310 (10/6/25, Jewell, D. deGeneres)

An ordinance approving and authorizing the execution of Change Order No. 1 (Final) for the Eastbank Lift Stations Rehabilitation (Project No. S211203), to increase the contract amount by \$35,386.60 and to increase the contract time by one hundred seventy-three (173) 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: October 9, 16, 2025

Public Notice



MATTHEW JEWELL
PARISH PRESIDENT

BRENDA J. CAMPOS
PROCUREMENT OFFICER

ST. CHARLES PARISH PROCUREMENT

SEALED BIDS WILL BE RECEIVED BY ST. CHARLES PARISH UNTIL
11:00 A.M., THURSDAY, OCTOBER 30, 2025

BIDS WILL BE RECEIVED UNTIL 11:00 A.M., THURSDAY, OCTOBER 30, 2025 BY HAND DELIVERY, USPS MAIL OR OTHER COURIER SERVICE TO THE ST. CHARLES PARISH COURTHOUSE, 15045 RIVER ROAD, 3RD FLOOR, PARISH PRESIDENT'S OFFICE, HAHNVILLE, LA 70057. SHORTLY THEREAFTER BID(S) WILL BE PUBLICLY OPENED AND READ ALOUD IN THE PARISH PRESIDENT'S LARGE CONFERENCE ROOM, 3RD FLOOR OF THE ST. CHARLES PARISH COURTHOUSE FOR THE:

HOME REHABILITATION PROGRAM

According to the Home Rehabilitation Guidelines, Contractors that wish to participate in the Program must complete a Contractor's Application prior to bidding. Contractors who meet the eligibility criteria will be added to the approved Contractors List and invited to Bid. Approved Contractors must obtain a bid package in order to bid from the Community Services Department. Contractor's Application and bid package may be picked up at the office or mailed from Michelle Frangella, Community Service Housing Rehab Specialist, (call before coming): 985-764-7944, Monday - Friday 8:30 am to 4:00 pm.

BID MUST BE PLAINLY MARKED ON THE OUTSIDE OF THE ENVELOPE
DENOTING THE BID DESCRIPTION.

St. Charles Parish reserves the right to reject any and all bids. These Bid Specifications have been prepared by our offices, Setting forth those items deemed necessary by our Office Personnel. They are not intended to be restrictive or discriminatory in any manner whatsoever.

Community Services
Allen Arterbury Building
14564 River Road
New Sarpy, LA 70078

BID ADVERTISED:
ST. CHARLES HERALD GUIDE:
OCTOBER 9, 2025
OCTOBER 16, 2025

Public Notice



I, Kimberly Lorraine Naquin, have been convicted of Carnal Knowledge of a Juvenile, Prohibited Sexual Conduct Between Educator and Student. Date of Convictions: 03/13/2017. My address is: 73 Carriage Ln, Apt B, Destrehan, LA 70047

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

PUBLISH: October 16 & 23, 2025

Public Notice



ADVERTISEMENT FOR BID

ST. CHARLES PARISH HOSPITAL

Sealed bids will be received at the St. Charles Parish Hospital, 1057 Paul Maillard Road, Luling, Louisiana until 2:00 PM, Thursday November 06, 2025, at which time bids will be opened in public in the Large Conference Room for the following:

ST. CHARLES PARISH HOSPITAL BOILER AND H2O UPGRADES

All bids should be submitted in a sealed envelope clearly marked

"BID ON ST. CHARLES PARISH HOSPITAL BOILER AND H2O UPGRADES - DO NOT OPEN UNTIL BID OPENING"

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

Any bid received after 2:00 PM - Thursday November 06, 2025 shall be returned to the bidder unopened.

Complete Bid Documents for this project are available in electronic form. They may be obtained from www.centralauctionhouse.com. Printed copies are not available from the Designer, but arrangements can be made to obtain them through most reprographic firms. Plan holders are responsible for their own reproduction costs. Questions about this procedure shall be directed to the Designer at: YKH Consulting, LLC, 3701 Hessmer Ave, Metairie, LA 70002, Phone (504) 264-5112.

All bids shall be accompanied by bid security in an amount of five percent (5.0%) of the sum of the base bid and all alternates. The form of this security shall be as stated in the Instructions to Bidders included in the Bid Documents for this project.

The successful bidder shall be required to furnish a performance and payment bond written by a company licensed to do business in Louisiana, in an amount equal to 100% of the contract amount.

A MANDATORY PRE-BID CONFERENCE WILL BE HELD Thursday October 23, 2025 at 10:00 AM in the Large Conference Room at 1057 Paul Maillard Road, Luling LA, 70070.

The Contractor shall hold a Louisiana Contractor's license in Mechanical work. Each bid shall be accompanied by a bid bond, certified check or cashier's check for an amount equal to five percent (5%) of the total base bid. An executed affidavit must be submitted prior to bid award. Bids will be publicly opened and read aloud. No bid may be withdrawn for a period of forty-five (45) days after receipt of bids, except under the provisions of LA. R.S. 38:2214.

Bids may also be submitted electronically by going to www.centralauctionhouse.com. Contractors opting to submit an electronic bid will be required to register on the website and pay a one-time annual service fee for this service.

The Owner reserves the right to reject any and all bids for just cause. In accordance with La. R.S. 38:2212(B)(1), the provisions and requirements of this Section; and those stated in the bidding documents shall not be waived by any entity.

Bidders need not be present for opening of bids.

PUBLISH: October 09, 2025
October 16, 2025
October 23, 2025

PRE-BID CONFERENCE DATE: October 23, 2025

BID OPENING DATE: November 06, 2025

Sheriff's Sale

SHERIFF'S SALE SHERIFF'S OFFICE Suit No: (45) 95743-E Date: Wednesday, August 13, 2025 WILMINGTON SAVINGS FUND SOCIETY, FSB, NOT IN ITS INDIVIDUAL CAPACITY, BUT SOLELY AS OWNER TRUSTEE OF CSMC 2019-RPL 11 TRUST VS ROY LIRETTE AND DENISE CAMARDELLE LIRETTE 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, MAY 20, 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, OCTOBER 22, 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, on the right bank of the Mississippi River in the Town of Boutte, Louisiana, in Section 120, T-13-S, R-20-E, and according to said survey prepared by R.P. Bernard, Surveyor, dated December 15, 1986. A copy of which is recorded in the records of St. Charles Parish, Louisiana, under Entry No. 136305, said lot conveyed herein is designated as LOT Candis more fully described as follows:

LOT C commences at a point which is located on a line S 33 deg. 44'40" west, a distance of 98.44' from a point described as "Point of Beginning" on said survey; thence running south 33 deg. 44'40" west for 118.59 feet to point; thence running north 32 deg. 02' west for a distance of 105.75 feet to a point; thence running north 33 deg. 31' west for a distance of 118.78' to a point; and thence running south 32 deg. 02'40" west for a distance of 106.26 feet to a point; subject to restrictions, servitudes, rights-of-way and outstanding mineral rights of record affecting the property. PROPERTY WAS ORIGINALLY AUCTIONED WITH APPRIASAL ON AUGUST 06, 2025. NO BIDS WERE RECEIVED FOR THE MINIMUM SALE PRICE OF 71,666.68. THEREFORE, PROPERTY WILL BE SOLD TO THE HIGHEST BIDDER FOR COST.

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: FIFTEEN THOUSAND AND SIXTY-NINE AND FIFTY-EIGHT (\$15,069.58) DOLLARS, along with interest and attorney's fees and all other costs including my own costs and charges.

TERMS AND CONDITIONS OF SALE: CASH IN THE FORM OF A CASHIER'S CHECK DUE BY 2:00 P.M. DAY OF THE SALE. PUBLISH ON: September 18, 2025 October 16, 2025 GREG CHAMPAGNE-SHERIFF & EX-OFFICIO TAX COLLECTOR ST. CHARLES PARISH ATTORNEY FOR PLAINTIFF: Ashley E. Morris 1505 North 19th Street P.O. Box 2867 Monroe, LA 71207-2867 318-388-1440 SCSO-CIV-209-0402

Public Notice



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, November 4, 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 2ND FLOOR IN THE COUNCIL CHAMBERS OF THE ST. CHARLES PARISH COURTHOUSE.

FOR: BID #(s):

Bid 1031 - 1 Year Contract for XZ-85 Steel Sheet Piling

Bid 1032 - St. Charles Parish Uniform Purchase, 1 Year Contract with one year renewal option - effective upon contract execution

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 s.pearce@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 16, 2025 2nd Advertisement: October 23, 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 - 2 Year Contract - Repair & Install Pumps, Motors, and Related Equipment

Department of Waterworks - 2 Year Contract

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 s.pearce@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

ORDINANCES AND RESOLUTIONS ADOPTED AT THE MEETING OF SEPTEMBER 22, 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 22, 2025 6:00 PM Council Chambers, Courthouse

ATTENDANCE

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

Also Present

Parish President Matthew Jewell, Legal Services Director Corey Oubre, Chief Administrative Officer Mike Palamone, Deputy Chief Administrative Officer Samantha de Castro, Executive Director of Technology and Cybersecurity Anthony Ayo, Public Works Director Miles Bingham, Planning & Zoning Director Michael Albert, Grants Officer Carla Chiasson, Waterworks Director Gregory Gorden, Michelle Impastato, Council Secretary

CALL TO ORDER

PRAYER / PLEDGE

Father Paul Clark Our Lady of the Holy Rosary Church, Hahnville

APPROVAL OF MINUTES

A motion was made by Councilmember Fisher, seconded by Councilmember Comardelle, to approve the minutes from the regular meeting of September 8, 2025. The motion carried by the following vote:

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

Nay: 0

SPECIAL BUSINESS (PROCLAMATIONS, CANVASS RETURNS, ETC.)

2025-0278

In Recognition: Jenna Rebecca Necaise, 2025 Miss Alligator Festival Queen

Sponsors: Ms. Wilson

Read

2025-0279

In Recognition: Brooklyn Bonny Boe, 2025 Teen Alligator Festival Queen

Sponsors: Ms. Skiba

Read

2025-0272

In Recognition: Norco 100th Year Anniversary

Sponsors: Mr. Fisher

Read

2025-0273

Proclamation: "National Breast Cancer Awareness Month in St. Charles Parish"

Sponsors: Ms. O'Daniels

Read

2025-0274

Proclamation: "Domestic Violence Awareness Month"

Sponsors: Ms. Fonseca

Read

2025-0275

Proclamation: United Way Month in St. Charles Parish Battle for the Paddle Cook-Off

Sponsors: Ms. deBruler

Read

2025-0276

Proclamation: "National 4-H Week"

Sponsors: Ms. Fonseca

Read

2025-0277

Proclamation: "Fire Prevention Week"

Sponsors: Mr. Jewell

Read

2025-0282

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.

Sponsors: Mr. Jewell, Bond Counsel, Foley & Judell and LLP

Reported:

Bond Counsel Recommended: Approval Mr. Jason Akers, representing Foley & Judell, L.L.P., spoke on the matter.

Public comment opened; no public comment

Council Discussion

Approved

Enactment No: 6857

2025-0280

Local Board of Review - 2025 Assessment - Regular Meeting, October 6, 2025, 6PM, Council Chambers, Courthouse

Sponsors: Ms. Fonseca

September 24 - October 8, Parish Council Review Period

Announced

REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)

2025-0281

Parish President Remarks/Report

Sponsors: Mr. Jewell

Parish President Matthew Jewell reported.

Parish President Matthew Jewell invited Executive Director of Restore the Earth Foundation, Taylor Marshall, to present a presentation to the Councilmembers.

Ms. Marshall spoke on the matter.

Councilman Pilié spoke on the matter.

Parish President spoke on the matter.

Councilwoman O'Daniels spoke on the matter.

Reported

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

2025-0286

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 TKENG, LLC.

Sponsors: Mr. Jewell and Department of Planning & Zoning

Publish/Scheduled for Public Hearing to the Parish Council on October 6, 2025

2025-0287

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.

Sponsors: Mr. Jewell and Department of Planning & Zoning

Publish/Scheduled for Public Hearing to the Parish Council on October 6, 2025

2025-0288

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.

Sponsors: Mr. Jewell and Department of Planning & Zoning

Publish/Scheduled for Public Hearing to the Parish Council on October 6, 2025

2025-0289

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.

Sponsors: Mr. Jewell and Department of Planning & Zoning

Publish/Scheduled for Public Hearing to the Parish Council on October 6, 2025

2025-0284

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.

Sponsors: Mr. Jewell and Department of Planning & Zoning

Publish/Scheduled for Public Hearing to the Parish Council on October 6, 2025

2025-0203

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.

Sponsors: Mr. Jewell and Department of Planning & Zoning

Publish/Scheduled for Public Hearing to the Parish Council on October 6, 2025

2025-0291

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.

Sponsors: Mr. Jewell and Department of Planning & Zoning

Publish/Scheduled for Public Hearing to the Parish Council on October 6, 2025

2025-0293

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.

Sponsors: Mr. Jewell and Department of Planning & Zoning

Publish/Scheduled for Public Hearing to the Parish Council on October 6, 2025

2025-0296

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.

Sponsors: Mr. Jewell and Department of Public Works

Publish/Scheduled for Public Hearing to the Parish Council on October 6, 2025

2025-0297

An ordinance approving and authorizing the execution of a Professional

Services Agreement with Burk-Kelnpeter, 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.

Sponsors: Mr. Jewell and Department of Public Works

Publish/Scheduled for Public Hearing to the Parish Council on October 6, 2025

2025-0298

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.

Sponsors: Mr. Jewell and Department of Public Works

Publish/Scheduled for Public Hearing to the Parish Council on October 6, 2025

2025-0299

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.

Sponsors: Mr. Jewell and Department of Public Works

Publish/Scheduled for Public Hearing to the Parish Council on October 6, 2025

IN ACCORDANCE WITH ARTICLE IV, SECTION B OF THE HOME RULE CHARTER, CHAIRMAN FONSECA AUTHORIZED THAT THE ORDINANCE, HAVING BEEN PRESENTED FOR INTRODUCTION, DISTRIBUTED TO COUNCIL MEMBERS AND THE PARISH PRESIDENT, AND NOT REJECTED BY TWO-THIRDS OF THE COUNCIL MEMBERS, IS TO BE PUBLISHED IN SUMMARY FORM AS FOLLOWS IN THE OFFICIAL JOURNAL WITH NOTICE OF PUBLIC HEARING TO BE HELD ON TUESDAY OCTOBER 28, 2025, 9:00 A.M.; THURSDAY, OCTOBER 30, 2025, 6:00 P.M.; MONDAY, NOVEMBER 3, 2025, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, TO BE CONSIDERED FOR FINAL PASSAGE:

2025-0161

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

Sponsors: Mr. Jewell and Department of Finance

Publish/Scheduled for Public Hearing to the Parish Council on October 28, 2025

ORDINANCES SCHEDULED FOR PUBLIC HEARING (INTRODUCED AT PREVIOUS MEETING)

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

Reported:
Waterworks Department Recommended: Approval
Waterworks Director Gregory Gordon spoke on the matter.

Public Hearing Requirements Satisfied

Council Discussion
Mr. Gordon spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE

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

Nay: 0

Enactment No: 25-9-2

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

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

Nay: 0

Enactment No: 25-9-3

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

Reported:
Public Works Department Recommended: Approval
Legal Services Director, Corey Oubre spoke on the matter.

Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

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

Nay: 0

Enactment No: 25-9-4

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

Reported:
Waterworks Department Recommended: Approval
Waterworks Director Gregory Gordon spoke on the matter.

Public Hearing Requirements Satisfied

Council Discussion
Mr. Gordon spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE

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

Nay: 0

Enactment No: 25-9-5

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

Reported:
Public Works Department Recommended: Approval
Public Works Director Miles Bingham spoke on the matter.

Public Hearing Requirements Satisfied

Council Discussion
Parish President Matthew Jewell spoke on the matter.
Mr. Bingham spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE

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

Nay: 0

Enactment No: 25-9-6

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 \$1,004,795.19.

Sponsors: Mr. Jewell and Department of Public Works

Reported:
Public Works Department Recommended: Approval
Public Works Director Miles Bingham spoke on the matter.

Public Hearing Requirements Satisfied

Council Discussion

VOTE ON THE PROPOSED ORDINANCE

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

Nay: 0

Enactment No: 25-9-7

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

Reported:
Public Works Department Recommended: Approval
Public Works Director Miles Bingham spoke on the matter.

Public Hearing Requirements Satisfied

Council Discussion
Mr. Bingham spoke on the matter.
Parish President Matthew Jewell spoke on the matter.
Mr. Kyle Galloway, GIS Engineering, LLC, spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE

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

Nay: 0

Enactment No: 25-9-8

RESOLUTIONS

2025-0283

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.

Sponsors: Mr. Jewell and Department of Planning & Zoning

Reported:
P & Z Department Recommended: Approval w/stop
The stipulations are as follows:
-Adoption of the alternate site plan provided by St. Charles Parish Department of Planning and Zoning
-Stacked parking shall be limited to designated inventory parking areas only and must not interfere with required drive aisle access at all times.
-Loading/Unloading Area shall remain unobstructed except during active loading/unloading operations and that no loading/unloading occurs on Hwy. 90 right-of-way.
-The new parking area should be striped to clearly mark parking, vehicular circulation areas, and inventory storage in conformance with Appendix A, Section VIII. - Site Design Requirements.
-Planning Commission Recommended: Approval w/stop

The stipulations are as follows:
-Adoption of the alternate site plan provided by St. Charles Parish Department of Planning and Zoning
-Stacked parking shall be limited to designated inventory parking areas only and must not interfere with required drive aisle access at all times.
-Loading/Unloading Area shall remain unobstructed except during active loading/unloading operations and that no loading/unloading occurs on Hwy. 90 right-of-way.
-The new parking area should be striped to clearly mark parking, vehicular circulation areas, and inventory storage in conformance with Appendix A, Section VIII. - Site Design Requirements.
-Planning & Zoning Director Michael Albert spoke on the matter.

Public comment opened
Mr. Mike Nabut, Bouitte

Council Discussion

VOTE ON THE PROPOSED RESOLUTION

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

Nay: 0

Enactment No: 6858

2025-0285

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.

Sponsors: Mr. Jewell and Department of Planning & Zoning

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

Public comment opened; no public comment

Council Discussion

VOTE ON THE PROPOSED RESOLUTION

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

Nay: 0

Enactment No: 6859

2025-0290

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).

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

Nay: 0

Enactment No: 6860

2025-0292

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.

Sponsors: Mr. Jewell, Grants Office and Department of Public Works

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

Public comment opened; no public comment

Council Discussion

VOTE ON THE PROPOSED RESOLUTION

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

Nay: 0

Enactment No: 6861

APPOINTMENTS

2025-0220

A resolution appointing Dr. Mark A. Kulp to the St. Charles Parish Coastal Zone Advisory Committee as Member 1.

VOTE ON THE APPOINTMENT OF DR. MARK A. KULP

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

Nay: 0

Enactment No: 6862

2025-0235

A resolution appointing Mr. Samuel F. Elliott to the Industrial Development Board of the Parish of St. Charles.

VOTE ON THE APPOINTMENT OF MR. SAMUEL F. ELLIOTT

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

Nay: 0

Enactment No: 6863

2025-0236

A resolution appointing Mr. Zachary "Zack" Young to the Industrial Development Board of the Parish of St. Charles.

VOTE ON THE APPOINTMENT OF MR. ZACHARY "ZACK" YOUNG

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

Nay: 0

Enactment No: 6864

2025-0245

A resolution appointing Mr. Patrick Beard to the Industrial Development Board of the Parish of St. Charles.

VOTE ON THE APPOINTMENT OF MR. PATRICK BEARD

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

Nay: 0

Enactment No: 6865

2025-0261

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

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

A motion was made by Councilmember Fisher, seconded by Councilmember Comardelle, Close Nomination(s) for File No. 2025-0261. The motion carried by the following vote:

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

Nay: 0

Nomination(s) Closed

ADJOURNMENT

A motion was made by Councilmember deBruler, seconded by Councilmember Skiba, to adjourn the meeting at approximately 7:38 pm. The motion carried by the following vote:

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

Nay: 0

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.

Michelle Impastato
Council Secretary

Publish on: October 16, 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, OCTOBER 6, 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.

2025-0286

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

ORDINANCE NO. 25-10-1

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.

WHEREAS, Edward Hymel, III for TKENQ, LLC requests a rezoning from M-1 to C-2 on Lot 4-II-A-5, Plantation Business Campus, as shown on a plat by Stephen P. Flynn, PLS, dated June 9, 2025; and,

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

WHEREAS, the Planning and Zoning Commission recommended approval of the request at its regular meeting of September 4, 2025.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. The Zoning Ordinance of 1981 is amended to change the zoning classification from M-1 to C-2 on Lot 4-II-A-5, Plantation Business Campus, as shown on a plat by Stephen P. Flynn, PLS, dated June 9, 2025, as requested by Edward Hymel, III for TKENQ, LLC.

SECTION II. The Department of Planning and Zoning is authorized to amend the Official Zoning Map, St. Charles Parish, Louisiana to reflect this reclassification from M-1 to C-2 on Lot 4-II-A-5, Plantation Business Campus, as shown on a plat by Stephen P. Flynn, PLS, dated June 9, 2025, as requested by Edward Hymel, III for TKENQ, LLC.

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

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

And the ordinance was declared adopted this 6th day of October, 2025, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Holly Fonseca
SECRETARY: Michelle Impastato
DLVD/PARISH PRESIDENT: October 7, 2025
APPROVED: [Signature] DISAPPROVED:

PARISH PRESIDENT: Matt Jewell
RETD/SECRETARY: October 7, 2025
AT: 3:19pm RECD BY: [Signature]

2025-0287

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

ORDINANCE NO. 25-10-2

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.

WHEREAS, Richard D. Whitney Jr. for Whitney Properties VII, LLC requests a rezoning from C-2 to C-3 on Lots 1B-1 and 1B-2, Block J, Ellington Gardens, as shown on a plat by Lucien C. Gassen, PLS, dated December 18, 2015; and,

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

WHEREAS, the Planning and Zoning Commission recommended approval of the request at its regular meeting of September 4, 2025.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. The Zoning Ordinance of 1981 is amended to change the zoning classification from C-2 to C-3 on Lots 1B-1 and 1B-2, Block J, Ellington Gardens, as shown on a plat by Lucien C. Gassen, PLS, dated December 18, 2015, as requested by Richard D. Whitney Jr. for Whitney Properties VII, LLC.

SECTION II. The Department of Planning and Zoning is authorized to amend the Official Zoning Map, St. Charles Parish, Louisiana to reflect this reclassification from C-2 to C-3 on Lots 1B-1 and 1B-2, Block J, Ellington Gardens, as shown on a plat by Lucien C. Gassen, PLS, dated December 18, 2015, as requested by Richard D. Whitney Jr. for Whitney Properties VII, LLC.

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

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

And the ordinance was declared adopted this 6th day of October, 2025, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Holly Fonseca
SECRETARY: Michelle Impastato
DLVD/PARISH PRESIDENT: October 7, 2025
APPROVED: [Signature] DISAPPROVED:

PARISH PRESIDENT: Matt Jewell
RETD/SECRETARY: October 7, 2025
AT: 3:19pm RECD BY: [Signature]

2025-0288

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

ORDINANCE NO. 25-10-3

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.

WHEREAS, Dana Davis requests a rezoning from R-1A(M) to R-2 on Lot 46, Block E, Oak Ridge Park Section One, as shown on a plat by Louis J. Gassen Jr., PLS, dated July 21, 2025; and,

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

WHEREAS, the Planning and Zoning Commission recommended approval of the request at its regular meeting of September 4, 2025.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. The Zoning Ordinance of 1981 is amended to change the zoning classification from R-1A(M) to R-2 on Lot 46, Block E, Oak Ridge Park Section One, as shown on a plat by Louis J. Gassen Jr., PLS, dated July 21, 2025, as requested by Dana Davis.

SECTION II. The Department of Planning and Zoning is authorized to amend the Official Zoning Map, St. Charles Parish, Louisiana to reflect this reclassification from R-1A(M) to R-2 on Lot 46, Block E, Oak Ridge Park Section One, as shown on a plat by Louis J. Gassen Jr., PLS, dated July 21, 2025, as requested by Dana Davis.

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

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

And the ordinance was declared adopted this 6th day of October, 2025, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Holly Fonseca
SECRETARY: Michelle Impastato
DLVD/PARISH PRESIDENT: October 7, 2025
APPROVED: [Signature] DISAPPROVED:

PARISH PRESIDENT: Matt Jewell
RETD/SECRETARY: October 7, 2025
AT: 3:19pm RECD BY: [Signature]

2025-0289

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

ORDINANCE NO. 25-10-4

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.

WHEREAS, Edith Esmeralda Perez Zapata requests a rezoning from R-1M to R-1A(M) on Lot 16, Block 1, Lone Star Park Subdivision, as shown on a plat by Louis J. Gassen Jr., PLS, dated July 23, 2024; and,

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

WHEREAS, the Planning and Zoning Commission recommended approval of the request at its regular meeting of September 4, 2025.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. The Zoning Ordinance of 1981 is amended to change the zoning classification from R-1M to R-1A(M) on Lot 16, Block 1, Lone Star Park Subdivision, as shown on a plat by Louis J. Gassen Jr., PLS, dated July 23, 2024, as requested by Edith Esmeralda Perez Zapata.

SECTION II. The Department of Planning and Zoning is authorized to amend the Official Zoning Map, St. Charles Parish, Louisiana to reflect this reclassification from R-1M to R-1A(M) on Lot 16, Block 1, Lone Star Park Subdivision, as shown on a plat by Louis J. Gassen Jr., PLS, dated July 23, 2024, as requested by Edith Esmeralda Perez Zapata.

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

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

And the ordinance was declared adopted this 6th day of October, 2025, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Holly Fonseca
SECRETARY: Michelle Impastato
DLVD/PARISH PRESIDENT: October 7, 2025
APPROVED: [Signature] DISAPPROVED:

PARISH PRESIDENT: Matt Jewell
RETD/SECRETARY: October 7, 2025
AT: 3:19pm RECD BY: [Signature]

2025-0284

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

ORDINANCE NO. 25-10-5

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.

WHEREAS, Micah Colly requests a rezoning from R-1A to R-2 on Lot 29-B-1, Flaggville, as shown on a plat by R.P. Bernard, PLS, dated October 17, 2002; and,

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

WHEREAS, the Planning and Zoning Commission recommended approval of the request at its regular meeting of September 4, 2025.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. The Zoning Ordinance of 1981 is amended to change the zoning classification from R-1A to R-2 on Lot 29-B-1, Flaggville, as shown on a plat by R.P. Bernard, PLS, dated October 17, 2002, as requested by Micah Colly.

SECTION II. The Department of Planning and Zoning is authorized to amend the Official Zoning Map, St. Charles Parish, Louisiana to reflect this reclassification from R-1A to R-2 on Lot 29-B-1, Flaggville, as shown on a plat by R.P. Bernard, PLS, dated October 17, 2002, as requested by Micah Colly.

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

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

And the ordinance was declared adopted this 6th day of October, 2025, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Holly Fonseca
SECRETARY: Michelle Impastato
DLVD/PARISH PRESIDENT: October 7, 2025
APPROVED: [Signature] DISAPPROVED:

PARISH PRESIDENT: Matt Jewell
RETD/SECRETARY: October 7, 2025
AT: 3:19pm RECD BY: [Signature]

2025-0203

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

ORDINANCE NO. 25-10-6

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.

WHEREAS, Section VIII of the St. Charles Parish Zoning Ordinance of 1981 requires any area where off-street parking is provided must be surfaced with permanent dust-free paving; and,

WHEREAS, an exception is provided for single-family residences in O-L districts, where off-street parking may be surfaced with "appropriate" (i.e. aggregate) materials; and,

WHEREAS, like the O-L district, R-1A(M) zoning permits manufactured and mobile homes which have less permanence compared to a site-built house; and,
WHEREAS, the permanent dust-free exemption should be extended to manufactured and mobile homes in the R-1A(M) zoning district.
THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:
SECTION I. 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, item 2., is amended as follows with deleted text in strikethrough and additional text in underline:

2. Any area where off-street parking is provided (including additional parking areas that are not required by this ordinance) must be surfaced with permanent dust-free paving except for single-family residences in the O-L District and manufactured and mobile homes in the R-1A(M) District which must be surfaced with appropriate materials.

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

And the ordinance was declared adopted this 6th day of October, 2025, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Jhelly Yonasca
 SECRETARY: M. Michelle Supastahr
 DLVD/PARISH PRESIDENT: October 7, 2025
 APPROVED: DISAPPROVED:
 PARISH PRESIDENT: Matthew Jewell
 RETD/SECRETARY: October 7, 2025
 AT: 3:19 PM RECD BY: [Signature]

2025-0291
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PLANNING & ZONING)
ORDINANCE NO. 25-10-7

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.
WHEREAS, the St. Charles Parish Zoning Ordinance of 1981 establishes minimum setbacks for accessory buildings; and,
WHEREAS, the minimum setback for accessory buildings is currently three (3) feet from side and rear property lines in the R-1A and R-1A(M) zoning districts; and,
WHEREAS, fire rating must be achieved when a structure is less than five (5) feet from a property line; and,
WHEREAS, increasing Parish setback requirements for accessory buildings from three (3) feet to five (5) feet aligns with fire rating requirements based on distance from property lines as enforced by building code; and,
WHEREAS, more stringent review standards and delays during permitting, particularly of minor accessory structures, can be minimized.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:
SECTION I. 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. Single family residential detached conventional homes—Medium density, 2. Spatial Requirements is amended as follows with deleted text in strikethrough and additional text in underline:

2. Spatial Requirements:
 - c. Accessory buildings:
 - (1) An accessory building may occupy no more than twenty-five (25) percent of the required rear yard.
 - (2) The accessory building shall not exceed two-story construction.
 - (3) Minimum setback of accessory buildings, including overhangs, shall be ~~three (3)~~ five (5) feet.
 - (4) Nonresidential accessory buildings shall not be permitted.
 - d. Permitted encroachments:
 - (1) Overhangs projecting not more than twenty-four (24) inches, excluding gutter. For accessory buildings, overhangs shall not be closer than ~~three (3)~~ five (5) feet to any property line.
 - (2) Stairs and landings not more than three (3) feet in height, projecting no more than four (4) feet into required front or rear yard.

SECTION II. 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, [II.] R-1A(M). Single Family Residential Detached Conventional Homes, Manufactured Homes, and Mobile Homes—Medium density., 2. Spatial Requirements is amended as follows with deleted text in strikethrough and additional text in underline:

2. Spatial Requirements:
 - c. Accessory buildings:
 - (1) The accessory building shall not exceed two-story construction.
 - (2) Minimum setback of accessory buildings, including overhangs, shall be ~~three (3)~~ five (5) feet.
 - (3) Nonresidential accessory buildings shall not be permitted.
 - d. Permitted encroachments:
 - (1) Overhangs projecting not more than twenty-four (24) inches, excluding gutter. For accessory buildings, overhangs shall not be closer than five (5) feet to any property line.
 - (2) Stairs and landings not more than three (3) feet in height, projecting no more than four (4) feet into required front yard.

SECTION III. The St. Charles Parish Code of Ordinances, Appendix A – St. Charles Parish Zoning Ordinance of 1981, Section VII. Supplemental use and performance regulations., Accessory buildings is amended as follows with deleted text in strikethrough and additional text in underline:

1. The following uses are subject to the regulations set forth herein:
Accessory buildings.
 - a. Residential accessory buildings are allowed only in the side and rear yards.
 - b. An accessory building may be connected to the principal building via an unenclosed breezeway not exceeding eight (8) feet in width.
 - c. Accessory buildings must be three (3) feet from the principal building, measured from any existing overhangs (not including breezeways).
 - d. Minimum setback of accessory buildings, including overhangs, shall be five (5) feet unless otherwise specified in this ordinance.
 - d.e. The following shall not be permitted as accessory buildings in residential zones: storage containers, cargo containers, ship to shore containers or any form of a modified delivery type container which is normally mounted or transferred on a vehicle or is designed for or capable of being mounted on a chassis for movement.

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

And the ordinance was declared adopted this 6th day of October, 2025, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Jhelly Yonasca
 SECRETARY: M. Michelle Supastahr
 DLVD/PARISH PRESIDENT: October 7, 2025
 APPROVED: DISAPPROVED:
 PARISH PRESIDENT: Matthew Jewell
 RETD/SECRETARY: October 7, 2025
 AT: 3:19 PM RECD BY: [Signature]

2025-0293
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PLANNING & ZONING)
ORDINANCE NO. 25-10-8

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.
WHEREAS, the St. Charles Parish Subdivision Regulations of 1981 establishes design requirements for sewer systems and review of sewer facilities for major subdivisions; and,
WHEREAS, the Subdivision Regulations do not address the use of private sewer systems which may be proposed for major subdivisions; and,
WHEREAS, the Parish hopes to affirm that sewer systems must be designed to connect to Parish facilities and establish a waiver process to utilize private systems if doing so is impractical.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:
SECTION I. The St. Charles Parish Code of Ordinances, Appendix C – St. Charles Parish Subdivision Regulations of 1981, Section II. Subdivision procedure., E. Preliminary Plat Requirements., 3. Preliminary Plat/Additional Submission Requirements., e. Sewer Impact Report, is amended as follows with deleted text in strikethrough and additional text in underline:

3. Preliminary Plat/Additional Submission Requirements.
 - a. Drainage Impact Analysis. A Drainage Impact Analysis by a Civil Engineer registered with the State of Louisiana. The Drainage Impact Analysis shall be prepared pursuant to the guidelines specified in these regulations.
 - b. Traffic Impact Analysis. A traffic impact analysis, including all required documentation, shall be submitted in accordance with the Parish Traffic Impact Policy.
 - c. Storm Water Pollution Prevention Plan. A Stormwater Pollution Prevention Plan, including all required documentation, shall be submitted in accordance with Chapter 25—Stormwater Management and Erosion and Sedimentation Control.
 - d. Drainage Impact Report. A technical report by a Civil Engineer registered with the State of Louisiana delineating how the proposed development will impact downstream drainage.
 - e. Sewer Impact Report. A technical report by a Civil Engineer registered with the State of Louisiana detailing how the proposed sewer plan will integrate with the St. Charles Parish Master Sewage Plan. If the report details the use of privately maintained sewer systems a waiver is required as per 4. C of this section.
 - f. Phasing document. When a preliminary plat shows a subdivision being completed in phases, the subdivider shall submit a document that outlines the proposed schedule for development.

SECTION II. The St. Charles Parish Code of Ordinances, Appendix C – St. Charles Parish Subdivision Regulations of 1981, Section IV. Design standards., B. Sewerage Systems., 1. Design Criteria., is amended as follows with deleted text in strikethrough and additional text in underline:

1. Design Criteria.
 - a. Sewerage Systems shall be designed to connect to Parish sewer. If it is impractical due to availability of service, Private sewer may be considered upon waiver request. Any such request requires both Planning Commission approval and a supporting resolution from the Parish Council.
 - ab. The design population shall be based upon four (4) persons per residential lot or apartment unit.
 - bc. Sewer collection lines shall be designed to carry a peak flow of three (3) times the average flow of one hundred (100) gallons per capita, per day, with minimum collector size to be eight (8) inches.
 - cd. Sewer collection lines shall be designed to flow half full and have velocities of two (2) feet per second or have a minimum slope as approved by the Louisiana Department of Health and Human Resources.
 - ce. Lift stations shall be designed with a minimum of two (2) pumps and each pump shall be capable of pumping three (3) times the average flow of one hundred (100) gallons per capita per day. All sewer lift stations shall be three (3) phase 230-volt design.
 - cf. House connections shall be a minimum of six (6) inches in diameter and shall be installed by the developer from the collection line to the property line of each lot. Individual service lines sealed with a plug shall be provided for each lot located on the side of the street upon which the sewer main is located and a single line crossing the street with the use of a wye is permitted to service two lots. The minimum cover at the end of each sewer service line shall be thirty (30) inches with a maximum of forty-eight (48) inches above the edge of the roadway or top of curb where curbs are proposed (unless approved otherwise in writing on a case by case basis by the Director of Public Works/Wastewater to address special situations). "H/C" shall be stamped in curbs and sewer markers (which shall be submitted to the Parish for review and approval) shall be placed 12 inches off the edge of roadways without curbs, and shall be located perpendicular to the lots sewer house connection in straight roadways and radial to the lots sewer house connection in curved roadways.
 - cg. Subdivider shall provide a magnetic identification disk placed directly above each house connection which can be located with Parish-owned equipment. A 4" minimum diameter schedule 40 white PVC pipe shall be installed immediately in front of the house connection plug and shall extend no less than twenty-four (24) inches and no more than forty-eight (48) inches above the nearest edge of the roadway when curbs are not to be utilized or the nearest top of curb when curbs are to be constructed.
 - ch. The developer shall forward the applicable state health permits to the St. Charles Parish Sewerage Department as required.
 - ci. As-built drawings shall be presented upon completion of appropriate testing (as per subsection IV.B.3.a). The location of all house connections shall be noted on the as-built drawings using stationing measured from the center of sewer manhole covers.

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

And the ordinance was declared adopted this 6th day of October, 2025, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Jhelly Yonasca
 SECRETARY: M. Michelle Supastahr
 DLVD/PARISH PRESIDENT: October 7, 2025
 APPROVED: DISAPPROVED:
 PARISH PRESIDENT: Matthew Jewell
 RETD/SECRETARY: October 7, 2025
 AT: 3:19 PM RECD BY: [Signature]

2025-0296
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)
ORDINANCE NO. 25-10-9

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.

WHEREAS, Ordinance No. 08-10-7 adopted on October 20, 2008, by the St. Charles Parish Council, approved and authorized the execution of a Contract for Engineering Services with BURK-KLEINPETER, INC. for necessary professional engineering services associated with Parish Project No. P080905 St. Charles Parish West Bank Hurricane Protection Levee and Urban Flood Control; and,
WHEREAS, a Task Order was issued on July 18, 2014, labeled P080905-5H for the Ellington Structures – Cousins Pump Station T-Wall project, under the October 20, 2008 Contract; and,
WHEREAS, St. Charles Parish desires to create a new Professional Services Agreement with Burk-Kleinpeter, Inc., for the work associated with Ellington Structures – Cousins Pump Station T-Wall, rather than using the previous Contract for Engineering Services and associated Task Orders; and,
WHEREAS, St. Charles Parish and Burk-Kleinpeter, Inc., have mutually agreed on a not to exceed fee of \$1,583,635.00 to complete all work associated with the Ellington Structures – Cousins Pump Station T-Wall project, and design work previously completed; and,
WHEREAS, Burk-Kleinpeter, Inc. has already been paid \$678,566.00 to date for design of this project, which leaves a balance of \$905,069.00 to be paid; and,
WHEREAS, the remaining balance of \$905,069.00 consists of \$470,414.00 to complete design, bidding, construction administration and closeout; \$300,000.00 for resident inspection; and \$134,655.00 for other Additional Services; and,
WHEREAS, details on the scope, schedule and compensation, including the breakdown of how the \$905,069.00 is to be paid, 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 Burk-Kleinpeter, Inc., to perform engineering services as required by the Department of Public Works, for the Ellington Structures – Cousins Pump Station T-Wall (Project No. P080905-5H), in the not to exceed amount of \$1,583,635.00, 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, O'DANIELS,
FISHER, DEBRULER
NAYS: NONE
ABSENT: COMARDELLE

And the ordinance was declared adopted this 6th day of October, 2025, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: *Shelly Fonseca*
SECRETARY: *Michelle Spytahs*
DLVD/PARISH PRESIDENT: *October 7, 2025*
APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: *Matt Jewell*
RET/SECRETARY: *October 7, 2025*
AT: 3:19pm 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 Burk-Kleinpeter, 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 ELLINGTON STRUCTURES - COUSINS PUMP STATION T-WALL, Parish Project No. P080905-5H as described in Ordinance No. _____ which is attached hereto and made a part hereof.

A previous Contract for Engineering Services (Contract), executed on October 21, 2008, between St. Charles Parish and Burk-Kleinpeter, Inc. (BKI), was set in place for BKI to perform engineering services for the P080905 St. Charles Parish West Bank Hurricane Protection Levee and Urban Flood Control project, Ordinance No. 08-10-7 for reference. Upon authorization of this Contract an initial Task Order dated July 18, 2014, was issued for the Ellington Structures – Cousins Pump Station T-Wall portion of the overall project. This new Professional Services Agreement will take the place of any previously issued Task Orders under the original P080905 Contract for Ellington Structures – Cousins Pump Station T-Wall and ancillary work.

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:

ELLINGTON STRUCTURES - COUSINS PUMP STATION T-WALL
Parish Project No. P080905-5H

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.

BURK-KLEINPETER, INC	ST. CHARLES PARISH
By: _____	By: _____
Name: Henry M. Picard, III	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

ATTACHMENT "A"

ELLINGTON STRUCTURES - COUSINS PUMP STATION T-WALL
Parish Project No. P080905-SH

Project Scope:

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

Pump Station Frontal Protection

The proposed T-Wall frontal protection will provide continuous protection across the discharge pipe section of the existing Cousins Pump Station. This area is a current low point in the St. Charles Ellington Levee System. The T-Wall will be built to elevation 16.5 offering 1 foot of structural superiority over the proposed final levee elevation of 15.5 following the U.S. Army Corps of Engineers and Coastal Restoration and Protection Authority (CPRA) design criteria. As part of this structure, the discharge pipes for the Cousins Pump Station will be extended to pass through the T-Wall. Butterfly valves and flap gates will be installed on the pipe extensions for backflow prevention. A valve access platform will be installed over the discharge piping for remote and bypass operation of the butterfly valves. Area lighting will be included as part of this work as well.

Access Road Gate

The access road will need to allow for low clearance vehicles to reach the flood side of the levee system. This, along with the proximity of the existing pump station to the access road, necessitates the need for a gate structure as an earthen ramp will no longer be feasible at the final levee height of 15.5. The gate was initially proposed as a 15-foot clear opening swing gate. However, discussions between St. Charles Parish and the adjacent landowners have resulted in the need for a 25-foot clear opening to allow for marsh buggy vehicles to pass. The gate structure will be built to the same protection elevation of 16.5 as the adjacent frontal protection T-Wall.

Additional T-Wall and Sewer Relocation

There are 5 sewer force mains that cross the proposed Cousins frontal protection. The force main furthest to the west will be sent through the frontal protection T-Wall. The remaining 4 lines will be relocated beginning on the north side of the levee drainage canal at Rathborne Park in order to facilitate the installation of a new box culvert in the canal (see next section). St. Charles Parish and BKI met with CPRA to discuss two alternatives for the sewer line. Alternative 1 sent the sewer force mains up and over the earthen levee while Alternative 2 used the USACE detail for passing the sewer lines under the T-Wall. CPRA expressed concerns that the USACE will see the earthen ramp alternative as a temporary solution. Therefore, it was decided that the T-Wall will be extended on the east side of the access road gate structure to facilitate passing the relocated lines through the T-Wall per the USACE's standard details. This extension will keep the sewer lines out of the roadway should they need to be accessed in the future and allow for making the 90-degree turn back north before transitioning back to earthen levee parallel to the access road.

See below section for Coordination with Hartman Engineering, Inc. for more information regarding the sewer relocation work.

Intake Basin Improvements and Access Culvert Crossing

To provide more sump storage capacity for the Cousins Pump Station, the intake canal will be expanded. From the west, the Blouin Canal's north bank will be diverted northeast along the Parish's existing Right-of-Way. From the north, the Cousins Canal will be widened using a 7.5-degree flare towards the station. The flare will begin south of the Enlink Pipeline corridor where it crosses the canal and will continue to where it meets the new north bank of the Blouin Canal. The canal widening will include a 25-foot buffer zone on the north/west side for Parish access. This sump expansion will result in 41 acre-ft of additional stormwater storage volume. In order to minimize construction impacts on local roads, excavated material from this expansion will be placed and stored along the Blouin Canal between the Kellogg Pump Station and the Enlink Pipeline Corridor for future use by the Parish. A precast concrete panel crossing and access road will be built along the Blouin Canal bank to facilitate transport of material.

The existing 4' x10' box culvert crossing under Texaco Road to the northeast of Cousins Pump Station will be replaced with at least an 10' x 8' to allow for better flow equalization between the Willowridge and Cousins Pump Stations. For maintenance and construction access an additional minimum 2-barrel 10'x8' box culvert will be installed in the Blouin Canal to the west of Cousins Pump Station upstream of the proposed widening limits. Once completed, these sump and culvert improvements will provide better flow to the Cousins Pump Station as well as allow for better flow to and from the adjacent Kellogg and Willowridge Pump Stations offering more redundancy to the drainage system.

Coordination with Civix

BKI will coordinate with Civix to provide engineering support during the permitting process. This work will include quantities and plats for submitting the permit application.

Coordination with Hartman Engineering, Inc.

BKI will work with Hartman to coordinate engineering efforts for the relocation of the sewer lines through the floodwall. Layout and structural detailing of the sheet pile penetration will be provided by BKI with all other engineering regarding the sewer lines to be performed by Hartman.

Re-Design of the T-Wall using New EL 16.5 Design Criteria

BKI will need to perform calculation checks on the T-Wall that has been previously designed using the updated design criteria. The USACE's new numbers change all controlling parameters of the T-Wall design including Still Water, Wave Height, and Wave Period. These checks will ensure that the wall is designed with a proper factor of safety per HSDRRS standards.

Coordination with USACE during Section 408 Review

BKI will address any comments received from USACE during the Section 408 Review process. This work includes compiling the design calculations into a Design Documentation Report (DDR) that the Corps will require for their review as well as comment response documentation.

PART 1 – BASIC SERVICES

A. FINAL DESIGN PHASE

Upon written acceptance by OWNER of the final Preliminary Design Phase documents 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.

B. BID PHASE

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

- 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.

C. 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.

- 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. 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"

ELLINGTON STRUCTURES - COUSINS PUMP STATION T-WALL
Parish Project No. P080905-5H

Project Schedule:

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

	Number of Days to Complete
Complete Remainder of Final Design Phase	150
Bid Phase	45
Construction Phase	570

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"

ELLINGTON STRUCTURES - COUSINS PUMP STATION T-WALL
Parish Project No. P080905-5H

Project Compensation:

The total project compensation as referenced in the ordinance is \$1,583,635.00. This compensation is broken down as follows, \$1,148,980.00 for Basic Services, \$134,655.00 for Additional Services and \$300,000.00 for Resident Inspection as shown below.

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 \$1,148,980.00. BKI has been paid \$678,566.00 to date on design of this project and therefore has \$470,414.00 left to complete basic services, based on the following estimated distribution of compensation:
 - 1. Conceptual Design Phase (10%) \$114,898.00 (Previously Completed)
 - 2. Preliminary Design Phase (36%) \$413,632.80 (Previously Completed)
 - 3. Final Design Phase (24%) \$275,755.20
 - 1) \$150,035.20 Billed to Date, \$125,720.00 Remaining to be Billed
 - 4. Bid Phase (5%) \$57,449.00
 - 5. Construction Phase (20%) \$229,796.00
 - 6. Closeout Phase (5%) \$57,449.00
- b. CONSULTANT may, with OWNER's consent, alter the distribution of compensation between individual phases of the Work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by OWNER.
- c. The 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 Additional Services set forth in Attachment A as follows:

- a. T-Wall Redesign 1 (Wave Impacts) \$19,655.00 (Previously Completed)
- b. T-Wall Redesign 2 (USACE SWL Increase) \$65,000.00
- c. USACE Section 408 Reviews \$50,000.00

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

- 1. Resident Project Representative Services: For services of CONSULTANT's Resident Project Representative, if requested, as outlined in Part 2.D of Attachment A, a total amount of \$300,000.00, at the hourly rate as listed in Attachment C-1.
- 2. Resident Project Representative Schedule: The total amount set forth above is based on full-time RPR services on an eight-hour workday Monday through Friday over a 570-day construction schedule.

ATTACHMENT "D"

ELLINGTON STRUCTURES - COUSINS PUMP STATION T-WALL
Parish Project No. P080905-5H

Compliance Provisions for Federally Assisted Professional Services Contracts

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

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

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in

conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status.
- C. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitment under Section 202 of Executive Order No. 11246 of September 24, 1965, as amended, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.
- F. In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Contractor will include the provisions of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

2. CERTIFICATION OF NONSEGREGATED FACILITIES
(Applicable to contracts and subcontracts in excess of \$10,000)

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

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

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

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

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

3. CIVIL RIGHTS

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

4. SECTION 503 OF THE REHABILITATION ACT OF 1973 (29 USC 793)
(Applicable to contracts and subcontracts over \$10,000)

AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS

- A. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is otherwise qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- B. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- C. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- E. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- F. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

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

The Contractor agrees that no otherwise qualified individual with a disability in the United States shall, solely by reason of his disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

6. AGE DISCRIMINATION ACT OF 1975

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

7. ACCESS TO RECORDS - MAINTENANCE OF RECORDS

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

8. INSPECTION

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

9. REPORTING REQUIREMENTS

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

10. CONFLICT OF INTEREST

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

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

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

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

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

12. PATENTS

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

13. COPYRIGHT

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

14. TERMINATION FOR CAUSE

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

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

15. TERMINATION FOR CONVENIENCE

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

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

16. ENERGY EFFICIENCY

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

17. SUBCONTRACTS

- A. The Contractor shall not enter into any subcontract with any subcontractor who has been debarred, suspended, declared ineligible, or voluntarily excluded from participating in contacting programs by any agency of the United States

Government or the State of Louisiana.

- B. The Contractor shall be as fully responsible to the Owner for the acts and omissions of the Contractor's subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by the Contractor.
- C. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractor to the Contractor by the terms of the contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the contract documents.
- D. Nothing contained in this contract shall create any contractual relation between any subcontractor and the Owner.

18. UNIQUE ENTITY IDENTIFIER (UEI) REQUIREMENTS

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

19. DEBARMENT, SUSPENSION, AND INELIGIBILITY

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

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

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

20. BREACH OF CONTRACT TERMS

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

21. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

22. CHANGES

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

23. PERSONNEL

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

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

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

24. ASSIGNABILITY

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

25. INTEREST OF CONTRACTOR

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

26. POLITICAL ACTIVITY

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

27. COMPLIANCE WITH THE OFFICE OF MANAGEMENT AND BUDGET

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

28. DISCRIMINATION DUE TO BELIEFS

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

29. CONFIDENTIAL FINDINGS

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

30. LOBBYING

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

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

31. DRUG-FREE WORKPLACE

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

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

- A. Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establish an ongoing drug-free awareness program to inform such employees about - The dangers of drug abuse in the workplace; The contractor's policy of maintaining a drug-free workplace; Any available drug counseling, rehabilitation, and employee assistance programs; and The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- C. Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (A) of this clause;
- D. Notify such employees in writing in the statement required by subparagraph (A) of this clause that, as a condition of continued employment on this contract, the employee will abide by the terms of the statement; and Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.
- E. Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (D) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- F. Within 30 days after receiving notice under subdivision (D) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
- Taking appropriate personnel action against such employee, up to and including termination; or Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
- G. Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (A) through (F) of this clause.
- H. The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.
- I. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

32. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES (2 C.F.R. § 200.216)

(Applies to all contracts)

- (a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
- (b) Prohibitions.
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 contractor and its subcontractors 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 contractors 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 contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
 2. The Contractor 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 contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

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

Attachment C-1



**CURRENT BILLING RATE SCHEDULE
BURK-KLEINPETER, INC.**

Personnel:

Personnel cost is reimbursed based on hourly billing rates by category as follows:

Classification	Billing Rate
Sr. Principal/President	\$330.00
Senior/Regional Vice President	\$296.50
Principle/Vice President	\$251.25
Senior Project Manager	\$232.25
Project Manager	\$192.50
Senior Professional Engineer	\$217.50
Professional Engineer V	\$208.00
Professional Engineer IV	\$195.00
Professional Engineer III	\$182.50
Professional Engineer II	\$170.00
Professional Engineer I	\$160.00
Engineer Intern II	\$121.50
Engineer Intern I	\$111.25
Senior Technician/Designer	\$152.50
CAD Technician III	\$140.00
CAD Technician II	\$116.50
CAD Technician I	\$99.00
Senior Construction Inspector	\$96.00
Construction Inspector	\$89.00
Administrative/Clerical II	\$90.00
Administrative/Clerical I	\$72.00

The above hourly billing rates are effective through December 31, 2025 and may be updated no more than once per year from the date of execution of this agreement. The maximum increase for any one year shall not exceed three percent (3%) per year and must be submitted to the OWNER for approval prior to adjustment of those rates for the new year.



Travel & Subsistence:

All travel and subsistence expenses are invoiced at actual cost plus ten percent (10%) handling. Cost of mileage is computed at the prevailing rate.

Purchased Services:

All purchased services are invoiced at actual cost plus ten percent (10%) handling. These include but are not limited to reproduction, long distance telephone, consultants, subcontract services rented or leased equipment, and expendable supplies.

Overtime Rates:

All non-exempt personnel, including CAD Technicians/Drafters, Construction Inspectors and Clerical staff shall be paid time and a half for overtime beyond 40 hours per week. The overtime billing rate for these non-exempt employees shall be 1.5 times the normal billing rate for all billable hours beyond 40 hours per week.



VJ. ST. PIERRE, JR.
PARISH PRESIDENT
SAM SCHOLLE
DIRECTOR

ST. CHARLES PARISH

DEPARTMENT OF PUBLIC WORKS
100 RIVER OAKS DRIVE • DESTREHAN, LOUISIANA 70047
(985) 783-5102 • (985) 783-5104 • FAX (985) 725-2250
Website: www.stcharlesparish-la.gov

July 18, 2014

VIA FAX AND MAIL

Mark Roberts
Vice President
Burk-Kleinpeter, Inc.
4176 Canal Street
New Orleans, LA 70119

RE: Authorization for Design Memorandum Phase
Ellington Structures – Cousins Pump Station T-Wall
Task Order P080905-5H
Parish Project No. P080905-5H

Dear Mark:

The Ellington Levee and Structures Design was originally approved under one Authorization for Conceptual Design. The Levee, Pipeline T-Walls and Pump Station T-Walls will be divided into five separate projects. This authorization letter is to address only the Ellington Structures – Cousins Pump Station T-Wall Project (Project # P080905-5H). All other Projects concerning the Ellington levee will be authorized by other correspondence.

Please consider this letter as both your written approval of the Conceptual Design and your authorization to proceed with the Design Memorandum Phase for the above referenced project. Contract time for the Design Memorandum Phase shall begin with the date of this letter. Please provide 3 hard copies and an electronic file of the final Ellington Structures – Cousins Pump Station T-Wall Conceptual Report for distribution and files.

As outlined in the Schedule and Fees Section of the Engineering Services Contract, the Design Memorandum Phase will require 30 days from written authorization. The delivery date for any deliverables associated with this phase is August 18, 2014. Additional time may be granted with written approval from St Charles Parish (SCP).

Should you fail to submit these deliverables on time, your Engineering Services Contract will be considered in default by SCP. Once an engineering firm has a project in default, it will not be able to be assigned or receive any other contracts with SCP for a period of twenty-four (24) months.

Should you have any questions, please feel free to contact my Program Manager, Rennan Duffour or myself at (985) 783-5102.

Sincerely,

Sam Scholle

Sam Scholle
Director of Public Works/Wastewater

CC: Holly Fonseca / SCP Grants Officer
Charlotte Taylor / SCP Accounting
Rennan Duffour / SCP Program Manager
Project File P080905-5H

2025-0297

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

ORDINANCE NO. 25-10-10

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.

WHEREAS, Ordinance No. 08-10-7 adopted on October 20, 2008, by the St. Charles Parish Council, approved and authorized the execution of a Contract for Engineering Services with BURK-KLEINPETER, INC. for necessary professional engineering services associated with Parish Project No. P080905 St. Charles Parish West Bank Hurricane Protection Levee and Urban Flood Control; and,

WHEREAS, a Task Order was issued on September 29, 2021, labeled P080905-11D for the Sunset Drainage Pump Station Rehabilitation project, under the October 20, 2008 Contract; and,

WHEREAS, St. Charles Parish desires to create a new Professional Services Agreement with Burk-Kleinpeter, Inc. for the work associated with the Sunset Drainage Pump Station Rehabilitation rather than using the previous Contract for Engineering Services and associated Task Orders; and,

WHEREAS, St. Charles Parish and Burk-Kleinpeter, Inc., have mutually agreed on a not to exceed fee of \$1,095,840.00 to complete all work associated with the Sunset Drainage Pump Station Rehabilitation project and design work previously completed; and,

WHEREAS, Burk-Kleinpeter, Inc. has already been paid \$327,432.00 to date for design of this project, leaving a balance of \$768,408.00 to be paid; and,

WHEREAS, the remaining balance of the \$768,408.00 consists of \$468,408.00 to complete design, bidding, construction administration and closeout and \$300,000.00 for resident inspection; and,

WHEREAS, details on the scope, schedule and compensation, including the breakdown of how the remaining balance of \$768,408.00 is to be paid, 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 Burk-Kleinpeter, Inc., to perform engineering services as required by the Department of Public Works, for the Sunset Drainage Pump Station Rehabilitation (Project No. P080905-11D), in the not to exceed amount of \$1,095,840.00, 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, O'DANIELS,
FISHER, DEBRULER
NAYS: NONE
ABSENT: COMARDELLE

And the ordinance was declared adopted this 6th day of October, 2025, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: *Holly Fonseca*
SECRETARY: *Michelle Supotab*
DLVD/PARISH PRESIDENT: *October 7, 2025*
APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: *Matthew Jewell*
RET/SECRETARY: *October 7, 2025*
AT: 3:19pm 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 Burk-Kleinpeter, 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 SUNSET DRAINAGE PUMP STATION REHABILITATION, Parish Project No. P080905-11D as described in Ordinance No. _____ which is attached hereto and made a part hereof.

A previous Contract for Engineering Services (Contract), executed on October 21, 2008, between St. Charles Parish and Burk-Kleinpeter, Inc.(BKI) , was set in place for BKI to perform engineering services for the P080905 St. Charles Parish West Bank Hurricane Protection Levee and Urban Flood Control project, Ordinance No. 08-10-7 for reference. Upon authorization of this Contract a Task Order dated September 29, 2021, was issued for the Sunset Drainage Pump Station Rehabilitation portion of the overall project. This new Professional Services Agreement will take the place of any previously issued Task Orders under the original P080905 Contract for Sunset Drainage Pump Station Rehabilitation and all ancillary work.

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:

SUNSET DRAINAGE PUMP STATION REHABILITATION
Parish Project No. P080905-11D

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:
- Soil investigations
 - Laboratory inspection of materials and equipment
 - Right-of-Way, easement and property acquisition surveys, plats, maps and documents
 - Any major revisions for which the Consultant is not responsible, that are authorized by the Owner after the completion and approval of either the preliminary or final plans and specifications
 - Services concerning replacement of any work damaged by fire or other causes during construction
 - Services made necessary by the default of the contractor in the performance of the construction contract
 - Services as an expert witness in connection with court proceedings
 - Traffic consulting if necessary
 - Topographic Survey
 - Preparation of Environmental Assessment documents and/or Environmental Permits
 - If all or part of the work is to be financed by a Federal or State Grant, the Consultant shall assist the Owner in the preparation of the Grant application and with the Grant Administration, unless otherwise specifically agreed upon previously herein.
- 6.0 DEFECTIVE WORK**
- During such visits and on the basis of such observations, Consultant may disapprove of or reject Contractor's work while it is in progress if Consultant believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents
- 7.0 NOTICE TO PROCEED**
- The Owner shall notify the Consultant in writing to undertake the services stated in this Agreement, and the Consultant shall commence the services within ten (10) days after receipt of such notification.
- If the Owner desires to divide the Project into various parts, a Notice to Proceed shall be issued for each part, and the Owner and the Consultant shall mutually agree upon the period of time within which services for each part of the Project shall be performed.
- The Consultant will be given time extensions for delays beyond their control or for those caused by tardy approvals of work in progress by various official agencies, but no additional compensation shall be allowed for such delays.
- 8.0 PAYMENTS**
- 8.1 Owner shall pay Consultant for the performance of work and services as outlined in Attachment "C" to this Agreement.
- 8.2 Payment for Consultant work and services on projects that do not require construction services, such as feasibility studies or drainage studies, shall be made based upon Consultant's estimate of the proportion of the services actually completed at the time of billing and shall be made in partial payments at monthly intervals.
- 8.3 If the Project, or any portion thereof, is not completed for any reason, the final fee for consulting work and services shall be negotiated between Owner and Contractor. If the final fee for work and services is not mutually agreed upon, either party may elect in writing to submit the dispute to mediation. If mediation is not mutually agreed upon, written notice will be submitted to the other party of the intent to submit the dispute to the 29th Judicial District Court of St. Charles Parish, State of Louisiana.
- 8.4 If authorized in writing by Owner, for the performance of, or for obtaining from others Additional Services which are not considered normal or customary consulting, the Owner shall pay Consultant based on monthly invoices submitted by the Consultant, within sixty (60) days of receipt of Consultant's invoice. Consultant shall provide written notice to Owner when no services or work have been performed during a given month.
- 8.5 For Additional Authorized Services provided by the Consultant such as, but not limited to, wetlands permitting, land and right-of-way acquisition, surveying, NPDES and LADEQ permit renewal or acquisition work, etc. Owner shall pay Consultant based on an agreed upon hourly rate(s) between the Owner and Consultant. Payment shall be not-to-exceed based on hourly rates and actual hours worked.
- 8.6 The following documentation shall be required for payment to Consultant and shall be attached to the monthly invoice.
- A copy of the Owner's written authorization to perform the service.
 - Timesheets for all hours invoiced.
 - Invoice copies, logs or other substantiation of non-salary expenses.
- 8.7 For Additional Authorized Services that Consultant acquires from subcontractors and/or subconsultants, Owner shall pay Consultant a fixed sum previously agreed upon by Owner and Consultant, such sum to be established in each case when the scope of the work involved has been determined and before any of the Additional Services are provided. The use of subcontractors and/or subconsultants shall be subject to the provisions set forth in this Agreement. The following documentation shall be required for payment to Consultant and shall be attached to the monthly invoice:
- A copy of the Owner's written consent for the subcontractor and/or subconsultant to perform the service stating the Owner's and Consultant's agreed upon fixed sum established for the service performed.
 - Evidence that the subcontractor and/or subconsultant is insured as required by this Agreement.
- 8.8 For *Supplementary Services* described in Section 5, Owner shall pay Consultant for the fee negotiated at the time the work is assigned by the method stipulated in the contract amendment.
- 9.0 BUDGET LIMITATIONS**
- The construction budget for this Project shall be determined by the Owner, and the Consultant shall be advised of the budget limitation in writing by the Owner and the Consultant shall indicate his acceptance of same in writing to the Owner. Any subsequent budget revisions shall be confirmed in writing.

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

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

10.0 FUNDS

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

11.0 TERMINATION OR SUSPENSION

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

BURK-KLEINPETER, INC **ST. CHARLES PARISH**

By: _____ By: _____

Name: Henry M. Picard, III Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

ATTACHMENT "A"

SUNSET DRAINAGE PUMP STATION REHABILITATION
Parish Project No. P080905-11D

Project Scope:

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

Pump Station Improvements

The pump station improvement project includes the design, bidding, construction, and closeout for the replacement of existing pumps, gears, engines, and other appurtenances at the Sunset Drainage Pumping Station, resulting in an effective and operable facility to provide proper flood protection and drainage for residents within the Sunset Drainage Basin. These improvements are being made to prepare the existing station for the future T-Wall frontal protection to be constructed by the U.S. Army Corps of Engineers. Upgrading the pumps, engines, and gears will ensure that the station continues to run at its full present capacity in the future condition with the wall, additional discharge piping and valves, and future still water elevations accounted for.

Still Water Level Changes

The Coastal Protection and Restoration Authority (CPRA) in coordination with the United States Army Corps of Engineers (USACE) provided a new Still Water Elevation to be used based on the latest Advanced Circulation Model (ADCIRC) from the USACE in April of 2025. This new elevation resulted in an additional 5.6 feet of static head for a new hurricane design still water elevation of 13.6'. The pump design will need to be re-analyzed with the new design elevation and changes will be made to the gear, engine, and pump impeller.

PART 1 – BASIC SERVICES

A. 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.

B. BID PHASE

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

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

C. CONSTRUCTION PHASE

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

- a. Prepare formal contract documents for the execution of the construction contract.
- b. Pre-Construction Conference: Participate in a pre-construction conference prior to commencement of Work at the Site.
- c. Establish construction monuments, project baseline, and benchmarks as necessary.
- d. Coordinate with owners of utilities for relocation of their facilities to clear the site for construction.
- e. Require and review tests of materials necessary for the project.
- f. Verify and approve CONTRACTOR's Applications for Payment and schedules (Progress Schedules, Schedule of Submittals, and Schedule of Values) and submit to the OWNER.
- g. Prepare progress reports for the OWNER when requested and coordinate monthly progress meetings between OWNER, CONTRACTOR, CONSULTANT, and inspector, as necessary throughout the duration of the project.
- h. Review shop drawings and sampled for conformance with the design concept of the project and for compliance with the result required in the Contract Documents. Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by CONTRACTOR.
- i. Prepare all necessary documentation required for construction RFIs (Requests for Information/Interpretation), Change Orders, and Work Change Directives.
- j. Attend Council meetings and other meetings necessary to discuss issues associated with the project.
- k. Record Drawings: The CONSULTANT shall furnish reproducible "RECORD" drawings, based on information provided by the CONTRACTOR, both printed on full size paper as well as electronically via AutoCAD.

- l. Receive from CONTRACTOR, review, and transmit to OWNER maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents
- m. Make visits to the Site at intervals appropriate to the various stages of construction, as CONSULTANT deems necessary, to observe as an experienced and qualified design professional the progress of CONTRACTOR's executed Work.
- n. Perform Substantial Completion walk through, generate Substantial Completion recommendation and accompanying Punch List. Perform final inspection and make a recommendation for acceptance.
- o. The Construction Phase will commence with the execution of the Notice of Intent to Award for the Project and will terminate upon written recommendation by CONSULTANT for final payment to CONTRACTORS.

PART 2 – ADDITIONAL SERVICES

A. 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"

SUNSET DRAINAGE PUMP STATION REHABILITATION
Parish Project No. P080905-11D

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>
Complete Remainder of Final Design Phase	150
Bid Phase	45
Construction Phase	570

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"

SUNSET DRAINAGE PUMP STATION REHABILITATION
Parish Project No. P080905-11D

Project Compensation:

The total project compensation as referenced in the ordinance is \$1,095,840.00. This compensation is broken down as follows, \$795,840.00 for Basic Services and \$300,000.00 for Resident Inspection as shown below.

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 \$795,840.00. BKI has been paid \$327,432.00 to date on design of this project and therefore has \$468,408.00 left to complete basic services, based on the following estimated distribution of compensation:
 1. Conceptual Design Phase (10%) \$79,584.00 (Previously Completed)
 2. Preliminary Design Phase (20%) \$159,168.00 (Previously Completed)

3. Final Design Phase (40%)	\$318,336.00
1) \$88,680.00 Billed to Date, \$229,656.00 Remaining to be Billed	
4. Bid Phase (5%)	\$39,792.00
5. Construction Phase (20%)	\$159,168.00
6. Closeout Phase (5%)	\$39,792.00

- b. CONSULTANT may, with OWNER's consent, alter the distribution of compensation between individual phases of the Work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by OWNER.
- c. The 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 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 \$300,000.00, at the hourly rate as listed in Attachment C-1.
- 2. Resident Project Representative Schedule: The total amount set forth above is based on full-time RPR services on an eight-hour workday Monday through Friday over a 570-day construction schedule.

ATTACHMENT "D"

SUNSET DRAINAGE PUMP STATION REHABILITATION
Parish Project No. P080905-11D

Compliance Provisions for Federally Assisted Professional Services Contracts

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1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

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

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status.
- C. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitment under Section 202 of Executive Order No. 11246 of September 24, 1965, as amended, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in

accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- G. The Contractor will include the provisions of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

2. CERTIFICATION OF NONSEGREGATED FACILITIES

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

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

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

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

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

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

3. CIVIL RIGHTS

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

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

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

AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS

- A. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is otherwise qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- B. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- C. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- E. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- F. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

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

The Contractor agrees that no otherwise qualified individual with a disability in the United States shall, solely by reason of his disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

6. AGE DISCRIMINATION ACT OF 1975

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

7. ACCESS TO RECORDS - MAINTENANCE OF RECORDS

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

8. INSPECTION

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

9. REPORTING REQUIREMENTS

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

10. CONFLICT OF INTEREST

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

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

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

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

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

12. PATENTS

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

13. COPYRIGHT

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

14. TERMINATION FOR CAUSE

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

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

15. TERMINATION FOR CONVENIENCE

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

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

16. ENERGY EFFICIENCY

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

17. SUBCONTRACTS

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

18. UNIQUE ENTITY IDENTIFIER (UEI) REQUIREMENTS

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

19. DEBARMENT, SUSPENSION, AND INELIGIBILITY

The Contractor represents and warrants that it and its Subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of the provisions of

E.O.s 12549 and 12689. To ascertain whether a Contractor or Subcontractor has been excluded from participating in a contract or subcontract receiving Federal financial assistance, a search of excluded parties can be conducted using the System for Award Management provided by the General Services Administration at <https://www.sam.gov>.

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

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

20. BREACH OF CONTRACT TERMS

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

21. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

22. CHANGES

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

23. PERSONNEL

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

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

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

24. ASSIGNABILITY

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

25. INTEREST OF CONTRACTOR

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

26. POLITICAL ACTIVITY

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

27. COMPLIANCE WITH THE OFFICE OF MANAGEMENT AND BUDGET

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

28. DISCRIMINATION DUE TO BELIEFS

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

29. CONFIDENTIAL FINDINGS

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

30. LOBBYING

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

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

31. DRUG-FREE WORKPLACE

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

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

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

- E. Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (D) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- F. Within 30 days after receiving notice under subdivision (D) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

Taking appropriate personnel action against such employee, up to and including termination; or Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
- G. Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (A) through (F) of this clause.
- H. The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.
- I. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

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

- (a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
- (b) Prohibitions.
 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 contractor and its subcontractors 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 contractors 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 contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
 2. The Contractor 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 contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

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

Attachment C-1



**CURRENT BILLING RATE SCHEDULE
BURK-KLEINPETER, INC.**

Personnel:

Personnel cost is reimbursed based on hourly billing rates by category as follows:

Classification	Billing Rate
Sr. Principal/President	\$330.00
Senior/Regional Vice President	\$296.50
Principle/Vice President	\$251.25
Senior Project Manager	\$232.25
Project Manager	\$192.50
Senior Professional Engineer	\$217.50
Professional Engineer V	\$208.00
Professional Engineer IV	\$195.00
Professional Engineer III	\$182.50
Professional Engineer II	\$170.00
Professional Engineer I	\$160.00
Engineer Intern II	\$121.50
Engineer Intern I	\$111.25
Senior Technician/Designer	\$152.50
CAD Technician III	\$140.00
CAD Technician II	\$116.50
CAD Technician I	\$99.00
Senior Construction Inspector	\$96.00
Construction Inspector	\$89.00
Administrative/Clerical II	\$90.00
Administrative/Clerical I	\$72.00

The above hourly billing rates are effective through December 31, 2025 and may be updated no more than once per year from the date of execution of this agreement. The maximum increase for any one year shall not exceed three percent (3%) per year and must be submitted to the OWNER for approval prior to adjustment of those rates for the new year.



Travel & Subsistence:

All travel and subsistence expenses are invoiced at actual cost plus ten percent (10%) handling. Cost of mileage is computed at the prevailing rate.

Purchased Services:

All purchased services are invoiced at actual cost plus ten percent (10%) handling. These include but are not limited to reproduction, long distance telephone, consultants, subcontract services, rented or leased equipment, and expendable supplies.

Overtime Rates:

All non-exempt personnel, including CAD Technicians/Drafters, Construction Inspectors and Clerical staff shall be paid time and a half for overtime beyond 40 hours per week. The overtime billing rate for these non-exempt employees shall be 1.5 times the normal billing rate for all billable hours beyond 40 hours per week.



MATTHEW JEWELL
PARISH PRESIDENT
MILES BINGHAM, P.E.
DIRECTOR

**ST. CHARLES PARISH
PUBLIC WORKS**

September 29, 2021

Henry M. Picard, III
Senior Vice President
Burk-Kleinpeter, Inc.
4176 Canal Street
New Orleans, LA 70119

**RE: Task Order P080905-11D
West Bank Hurricane Levee Phase IV – Tidal Protection in Des Allemands South
Sunset Drainage Pumping Station Modifications
Parish Project No. P080905-11D**

Dear Henry:

Enclosed for execution is **Task Order P080905-11D West Bank Hurricane Levee Phase IV – Tidal Protection in Des Allemands South – Sunset Drainage Pumping Station Modifications**. Please have the document signed and return the original to our office.

Please consider this letter as your authorization to proceed with the Task Order Design Memorandum (Preliminary Design) step of the Engineering Services Contract, dated October 21, 2008 for Parish Project No. **P080905-11D - West Bank Hurricane Levee Phase IV – Tidal Protection in Des Allemands South – Sunset Drainage Pumping Station Modifications**. As outlined in the Engineering Services Contract, there are several deliverable dates to be met by your engineering firm throughout the Engineering Services Contract. They are as follows:

1. **Task Order Pump Station Assessment Study and Report:** The Pump Station Assessment Report must be submitted to SCP within 90 days, or other agreed to time, from the date of this letter of authorization. The delivery date for the Task Order Pump Station Assessment Study and Report is 12/30/21. The Conceptual report will include options utilizing existing data developed previously for the Pump Station, as well as data obtained from investigative research for the mechanical, electrical, and structural assessment of the existing pump station and prepare recommendations for pump station modifications. Schematic layout of the proposed pump station modifications will be included in the study and report.
2. **Task Order Conceptual Design:** The Conceptual Design Report must be submitted to SCP within an agreed to time determined after the completion of the Pump Station Assessment Study and Report, from the date of this letter of authorization, as per Section 2.2.8 of the Engineering Services Contract. The delivery date for the Task Order Conceptual Design Report is 12/30/21. The Conceptual report will include options utilizing existing Geophysical and Engineering data developed previously for the Pump Station, as well as data obtained from investigative research for the drainage requirements of the area.
3. **Task Order Design Memorandum:** After written approval of the Conceptual Design Report and the authorization to proceed with Task Order Design Memorandum Report, the Design Memorandum Report must be submitted to SCP within an agreed to time, from the date of the letter of authorization for the Task Order Design Memorandum, as per Section 2.3.5 of the Engineering Services Contract.
4. **Task Order Final Design:** After written approval of the Design Memorandum Report and authorization to proceed with Task Order Final Design, the final project design shall be submitted to SCP within an agreed to time, from the date of your letter of authorization for the Task Order Final Design, as per Section 2.4.5 of the Engineering Services Contract.
5. **Task Order Construction:** After written approval of the Final Design, the completed Bidding Process and Award of the Construction Contract, the effective date of the Notice to Proceed will begin the Construction Phase of the Project for the duration of the Construction activities. A letter of authorization for Task Order Construction will be issued and Engineering Services provided as per Section 2.6 of the Engineering Services Contract.
6. **Task Order Closeout and Operation:** Closeout deliverables, which include shop drawings and record drawings, shall be submitted within 45 days after the Substantial Completion Date, as per Sections 2.7.3, 2.7.4, 2.7.7, and 2.7.9.
7. **Task Order Resident Engineering and Inspection:** After the construction duration is determined during the Bidding Process and Award of the Construction Contract, fee proposal for resident project representation (Resident Inspection) will be negotiated for the duration of the construction project closeout. Services to be provided per Section 2.8 of the Engineering Services Contract and compensation shall be determined per Paragraph 4.1.2 of the Engineering Services Contract.

Should you have any questions, please feel free to call me at (985) 783-5102.

Sincerely,

Sam Scholle
Senior Projects manager
St. Charles Public Works and Wastewater

CC: Matthew Jewel – President St. Charles Parish
Michael Palamone – Chief Administrative Officer St. Charles Parish
Project File P080905-11D

TASK ORDER

ST.CHARLES PHASED DELIVERY TYPE CONTRACT

Is hereby attached to and is part of the
**CONTRACT FOR ENGINEERING SERVICES BETWEEN
 ST. CHARLES PARISH AND BURK-KLEINPETER, INC.**

as described in Ordinance No. 08-10-7

TASK ORDER No. P080905-11D

TASK ORDER DESCRIPTION

Provide pump station assessment study and report, design, bidding, construction, resident inspection, and closeout services to construct modifications at the Sunset Drainage Pumping Station under Project No P080905-11D –West Bank Hurricane Levee Phase IV – Tidal Surge Protection in Des Allemands South. This task order will complete the pump station assessment study and report, design, bidding, construction, and closeout phases for new modifications at the Sunset Drainage Pumping Station, resulting in an effective and operable facility to provide proper flood protection and drainage for residents within the Sunset Drainage Basin.

SCOPE OF SERVICES

Engineering and Construction Services

Section 2.2 – 2.4

Conceptual Design – Develop initial design concepts or alternatives to implement project. The Conceptual Design Report is to include, as a minimum, the following:

- Project background
- Review Engineering and Geophysical data and use that data to develop Conceptual Design alternatives to provide flood protection and drainage
- Utilize drainage data obtained from investigative research to develop Conceptual Design alternatives
- Layouts, Sketches and Photos
- Conceptual Design Criteria
- Special Material Specifications
- Preliminary Cost Estimate for each alternative
- Engineering conceptual opinion of probable costs for selected alternative
- Project Master Schedule
- Task Order Project Schedule
- Permits needed and timing to acquire
- Surveying needed and Land owner authorizations/servitudes needed

Submit two (2) copies of the Conceptual Design Report for review. Once review is complete, submit two (2) copies of the revised report and one (1) electronic copy in PDF format.

Design Memorandum – Revise the Conceptual Design and begin Preliminary Design. Preliminary Design Report is to include, as a minimum, the following:

- Determine what servitudes are required for the construction and operation of the Levee and Structures, temporary road, demolition and construction areas.
- Determine what permits are required.
- Determine what additional services (surveying) are required.
- Preliminary drawings 11x17 min size.
- Revise opinion of probable cost.
- Submit estimate to acquire permits within 15 days after Design Memorandum authorization.
- Submit estimate or requirements of additional services needed within 15 days after Design Memorandum authorization.

Submit two (2) copies of the Preliminary Design (Design Memorandum) Report for review. Once review is complete, submit two (2) copies of the revised report and one (1) electronic copy in PDF format.

Final Design – Complete design incorporating comments from review of the Preliminary Design. Final Design to include, as a minimum, the following:

- Revised probable cost estimate.
- Preparing the contract/bid document that includes St. Charles Parish's Standardized Construction Contract files and the added engineer's specifications for review and approval by the Owner.

Submit three (3) copies of the contract/bid document for review. Once the contract/bid document has been finalized, submit six (6) stamped copies of the revised document plus one (1) electronic file copy in PDF format. Submit three (3) copies of the drawings – D Size for review. Once the drawing review is complete, submit six (6) stamped copies of the revised drawings plus one (1) electronic file copy of each drawing in AutoCADD format (release 2000 or later) and in PDF format.

Section 2.5 – 2.8 Bidding, Construction/Close Out, Resident Engineer/Inspection – Provide bidding, construction/close out, and inspection according to sections 2.5-2.8 of the contract.

Training, Manuals, and Drawings

- 6 sets of equipment O&M manuals
- 6 sets of shop drawings
- 1 final set of printed drawings, with AutoCADD format (release 2000 or later) and PDF format final drawing files, plus red line drawing set, per section 2.7.7

Section 5.0

Additional Services – Provide engineering services as determined during the design process in conformance with Section 5.0 of the Engineering Services Contract.

Sunset Drainage Pumping Station Assessment Study and Report – Develop recommendations and alternatives to implement project and determine the assessment of the existing Sunset Pump Station. The Sunset Drainage Pumping Station Assessment Study and Report is to include, as a minimum, the following evaluations:

- Engine Replacement
- Pump Rehabilitation
- Discharge Piping
- Station Automation
- Gear Replacement
- Existing Pump Station Structure
- Existing Pump Station Electrical

COMPENSATION

Engineering Services

Compensation will be based on Curve A Exhibit C page 21 and section 4.1 of the contract and is based on a Total Construction Cost of \$TBD. This Construction Cost will be revised based upon the results of the Hydrologic & Hydraulic Study.

Estimated Construction Cost	Total Fee
ASCE Curve A	TBD%
Calculated Fee	\$TBD
Conceptual Design 10%	\$TBD
Preliminary & Final Design 60%	\$TBD
Bidding, Construction, Close Out 30%	\$TBD
Resident Engineer / Inspection – NTE*	TBD
Total	\$TBD

*Resident Engineer / Inspection will be bill on an hourly basis with a not to exceed amount that will determined based on the construction duration established as part of the final design.

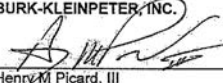
Additional Services

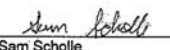
Reference Section 4.2 of the contract for any compensation.

Survey and Geotechnical Investigations – No Surveying (topographic, property boundary, hydrographic, etc.) or Geotechnical Engineering (borings, geotechnical analysis, etc.) are part of this Task Order. These services will be provided by the Owner.

Pump Station Assessment Study and Report – \$149,137.64 See attached proposal.

If you agree with the Scope of Services and Compensation as outlined herein, please indicate your acceptance by signing on the line provided below, dating and returning a copy to our office.

BURK-KLEINPETER, INC.

 Henry M. Picard, III
 Senior Vice President
 Date 09/30/21

ST CHARLES PARISH

 Sam Scholle
 Senior Projects Manager
 Date 9-29-2021

SUNSET DRAINAGE PUMP STATION (CRAWFORD CANAL) ASSESSMENT STUDY AND REPORT

SCOPE OF WORK

This assessment report intends to examine the existing pump station to determine its reliability. The report will investigate the cost of modifying the station to incorporate future flood protection systems and the effect of those flood protection modifications on pumping capacity. It will examine the options available to alleviate current pump train shortfalls and use that analysis as a decision-making process when considering the construction of a replacement station. The report will also produce budgetary estimates for the automation of the existing pump station to allow control through the Parish's SCADA system.

REPORT CONSIDERATIONS

- 1) Engine Replacement
 - a) An analysis of the engine age, operating hours, rebuilds and the availability of replacement parts will be used to determine if the assessment report will recommend engine replacement. The age and design of the engine makes automation nearly impossible, and this would go far in making the decision to replace them. If the engine is to be replaced, the following topics will be explored:
 - 1) The least intrusive method to replace the existing engines is to match the speed of the current pump system. This will allow the existing gear to be reused. However, slow speed engines can be very limited and therefore expensive. A comparison of the 1100 RPM engine replacement and using higher speed engines with a gear replacement will be examined. Selecting the highest speed engine available that will allow the existing gear to be replaced with another single reduction gear may be less expensive than simply replacing the 1100 RPM engine and reusing the existing gear.
 - 2) With the replacement of the engine, and possibly the gear, an analysis of changing pump speeds would be prudent. If the pump speed can be increased, the pump train will produce higher heads which could overcome the future additional system hydraulic losses. Otherwise, the extension of the discharge tubes for flood protection construction, will result in a reduction of capacity. Likewise, an analysis of the pumping capabilities at hurricane heads is needed. Although additional head and flow can be realized through increased speed, there are limitations. If project hurricane standing water levels exceed the capability of the pump at any increased operating speed the modification of the existing pump is futile.
 - 3) The existing pump train limits the static head available for priming the discharge piping system. An analysis of the cost to produce a system that allows the invert of the discharge to be raised will pair well with the desire to automate this station. With higher inverts on the discharge piping comes less concern about nuisance tidal events causing backflow. However, this static increase in priming head may be more than the pump can produce.
 - 4) A new engine/gear can be used to increase capacity and produce much better flow conditions for discharge tube siphon priming. This will become more valuable with the extension of the discharge piping for placement of a future flood protection structure.
 - 5) An analysis of the engine radiator cooling shall also be explored to determine alternatives to the skid mounted, engine driven radiator so that radiator ducting is not blocking interior access to the other engines.
- 2) Pump Rehabilitation
 - a) Visual inspections of the pumps will have to be performed to determine if pump components require rehabilitation to extend their useful lives. The pump discharge will not allow accurate flow measurements due to the lack of straight line flow, therefore, it may be prudent to check pump shaft torques and relate the pump horsepower to the original pump curve. Should the field measured torque readings produce the pump horsepower predicted by the pump curve, it gives confidence that the pump is producing a similar discharge rate since the loading of the propeller matches the original model performance.
 - b) Existing pump columns and elbows should be ultrasonically measured for metal thicknesses to determine its predictable life span.
 - c) If engines are to be replaced and higher pump capacities/heads can be achieved, an analysis of the pump shafting must be performed to determine if the existing shafting is capable of operating under higher torques.
 - d) A vibration analysis of the pump will be performed to determine if any harmful vibrations present can reduce the pumps useful life. The analysis will provide some insight into bearing and shaft condition.
- 3) Discharge Piping
 - a) If the report recommends the replacement of engines, gears and if pumps are modified to produce higher heads and capacities, recommendations will be made to coordinate future designs that require flood protection discharge piping extensions. The coordination of the selection of new pump train equipment is critical to prevent loss in pump capacity for these future piping modifications.
 - b) The extension of the discharge piping for future flood protection projects can only be performed if modifications to the existing operating floor is performed. Although this expense is a cost of the flood protection work, it will have bearing on the decision making process presented in this assessment.
- 4) Station Automation
 - a) The assessment of this station will investigate requirements for automation of the station through the Parish's SCADA system. The station operation will be reviewed, and cost will be developed to provide remote operation capability for all critical systems.
 - b) One of the critical systems is the supply of natural gas to the engines. Currently the operator can manually select either the normally used pipeline gas supply or switch to the Atmos commercial gas supply should issues arise with the pipeline supply. Costs shall be developed to automate the selection of supply based on available pressures.
 - c) Should a decision be made to incorporate electrically powered radiators for each pump drive, the station will now require enough emergency backup power to supply the radiator motors during a loss in commercial power. Location, cost, and electrical system adaptation would have to be studied.
- 5) Gear Replacement
 - a) Should the economic analysis indicate the replacement of the gear is the recommended path forward for the existing pump train, this analysis shall explore using the existing pump and gear support for support of the proposed gear. This will require producing methods to retrofit the support that will provide the proper alignment needed for the pump's rotating assembly clearances.
 - b) This report shall also provide recommendations regarding cooling of the replacement gear by looking at continuing to use a gear supplied air cooled system, providing a separate air cooled heat exchanger, or using cooling water circuits through potable water cooling or raw water cooling.
- 6) Structure
 - a) The station structure will be examined to determine what cost will be required to extend the life of the building and its structural components.
 - b) The assessment report will review new equipment operating heat loads and its effect on the existing system louvers and ventilator system.
 - c) Selection of new engine and pump drive components will be done with floor plan spacing in mind. If new faster engines can be economically installed, its footprint will be much smaller than that of the existing area. This will create more space for system maintenance. Should this alternative be recommended a new floor plan layout will be provided so a better understanding of space utilization can be realized.
 - d) Currently, the location of the existing compressed air storage receivers causes conflict with removal of the engine PTO/Clutch. Providing a smaller engine footprint will allow the engine to be separated from these receivers or allow additional floor space that would permit placement of vertical air receivers that are not in conflict with the clutch maintenance.
 - e) The current access between each pump engine requires entrance through the discharge side door since there is no cross walk within the building. The selection of an engine with a smaller footprint may open the passage that will not require the operator to exit the building to achieve access to the opposite side of the adjacent engine. This will also require a remote mounted vertical electric or hydraulically powered radiator so that radiator ductwork is not blocking the crosswalk area.
- 7) Station Electrical
 - a) An analysis of the station electrical system shall also be explored in this report. Should a recommendation be made to utilize remote motor driven radiator fans for engine cooling, the electrical system shall be evaluated for normal and emergency backup power of those added electrical loads.
 - b) Adding automation to the system will require electrical input and an analysis of the system will be explored.

ELLINGTON STRUCTURES - COUSINS PUMP STATION T-WALL
Parish Project No. P080905-SH

- 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.

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.

EUSTIS ENGINEERING LLC ST. CHARLES PARISH
By: Name: James J. Hance, P.E. Title: Date:

ATTACHMENT "A"

ELLINGTON STRUCTURES - COUSINS PUMP STATION T-WALL Parish Project No. P080905-5H

Project Scope:

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

The CONSULTANT completed a previous Geotechnical Investigation entitled "Geotechnical Exploration, St. Charles Parish Government, Preparation of Plans and Specifications for the Construction of a Non-Federal Ring Levee, Ellington Area, Report II - Structures, St. Charles Parish, Louisiana, St. Charles Parish Project No. P080905-5A, Eustis Project No. 22468" dated November 26, 2014.

These structures are under the jurisdiction of the U.S. Army Corps of Engineers (USACE), New Orleans District (MVN), and the State of Louisiana, Coastal Protection and Restoration Authority (CPRA); therefore, any geotechnical exploration, soil laboratory testing, and engineering analyses will be under the purview of the USACE and the CPRA.

Samples of cohesive or semi-cohesive subsoils will be obtained continuously using a fixed-piston, 5-in. diameter thinwall Shelby tube sampler. Each 5-in. tube will be capped and plugged for vertical transport to our USACE-certified laboratory for extrusion and testing.

The geotechnical engineering report, after analyses of the soil sample, will include the following items:

- a. boring location plan;
b. log of the boring;
c. summary of the laboratory test data;
d. pertinent geotechnical data from our previous exploration;
e. discussion of the subsoil and groundwater conditions;
f. recommendations for site preparation and drainage;
g. recommendations for placement and compaction of fill;
h. results of deep-seated stability analyses (Q-case) for the T-walls (up to three) and I-walls (two) considering Spencer's Method of Slices and Janbu's Method.

ATTACHMENT "B"

ELLINGTON STRUCTURES - COUSINS PUMP STATION T-WALL Parish Project No. P080905-5H

Project Schedule:

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

Table with 2 columns: Number of Days to Complete, Geotechnical Investigation & Report (120), 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"

ELLINGTON STRUCTURES - COUSINS PUMP STATION T-WALL Parish Project No. P080905-5H

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

- a. Geotechnical Investigation & Report \$118,000.00

b. 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.

2025-0299

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

ORDINANCE NO. 25-10-12

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.

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

WHEREAS, Ordinance 23-9-2 adopted on September 25, 2023, by the St. Charles Parish Council, approved and authorized the execution of Amendment No. 1 to Ordinance 22-7-2, which approved the Professional Services Agreement with Digital Engineering & Imaging, Inc. to perform planning services for Road Maintenance 2022-23 (Project No. P220501), to add other related projects listed below (total engineering and inspection):

Table with 2 columns: Project, Total Price. Includes items like Additional Asphalt Maintenance (\$126,205.00), Concrete Maintenance 2023-24 (\$211,740.00), Willowdale Turn Lane (\$98,235.00).

WHEREAS, Ordinance 24-6-16 adopted on June 17, 2024, by the St. Charles Parish Council, approved and authorized the execution of Amendment No. 2 to Ordinance 22-7-2, which approved the Professional Services Agreement with Digital Engineering & Imaging, Inc., to perform planning services for Road Maintenance 2022-23 (Project No. P220501), to add Road Maintenance 2024-25 (Project No. P220501), formerly Road Maintenance 2024, in the amount of \$135,238.00; and,

WHEREAS, Ordinance 25-1-6 adopted on January 27, 2025, by the St. Charles Parish Council, approved and authorized the execution of Amendment No. 3 to Ordinance 22-7-2, which approved the Professional Services Agreement with Digital Engineering & Imaging, Inc., to perform planning services for Road Maintenance 2022-23 (Project No. P220501), Road Maintenance 2024-25 (Project No. P220501) in the amount of \$90,086.00 and adjustments to the distribution of funds on Road Maintenance 2022-23 (Project No. P220501), Willowdale Turn Lane (Project No. P230804), and Concrete Maintenance 2023-24 (Project No. P230803); and,

WHEREAS, Ordinance 25-4-2 adopted on April 7, 2025, by the St. Charles Parish Council, approved and authorized the execution of Contract with Barriere Construction Co., L.L.C. for Road Maintenance 2024-25 (Project No. P220501), in the amount of \$2,723,256.00; and,

WHEREAS, it is necessary to amend the construction contract for Road Maintenance 2024-25 (Project No. P220501), as additional roads and work items were added during construction; and,

WHEREAS, St. Charles Parish and Barriere Construction Co. L.L.C., have mutually agreed to increase the contract price by \$626,929.15 for these additional items, bringing the total construction cost to \$3,350,185.15, and to add twenty (20) calendar days to allow for completion of the additional work.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Change Order No. 1 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 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, O'DANIELS, FISHER, DEBRULER
NAYS: NONE
ABSENT: COMARDELLE

And the ordinance was declared adopted this 6th day of October, 2025, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
APPROVED: [Signature]
DISAPPROVED:

PARISH PRESIDENT: [Signature]
RETD/SECRETARY: [Signature]
AT: 3:19pm, RECD BY: [Signature]

SECTION 00806

CHANGE ORDER

No. 1

DATE OF ISSUANCE 09/12/2025 EFFECTIVE DATE

OWNER St. Charles Parish
CONTRACTOR Barriere Construction Co. L.L.C.
Contract: Road Maintenance 2024-25
Project: Road Maintenance 2024-25
OWNER'S Contract No. P220501 ENGINEER'S Contract No. 22R00001.003
ENGINEER Digital Engineering & Imaging, Inc.

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

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

- 1. Add the Following Work Items:
a. New Contract Item CO01: Remove and Replace Curb and Gutter Addition of \$ 31,218.13 (1 LS). See attached cost estimate for details.
b. New Contract Item CO02: Saw Cutting Addition of \$ 342.00 (360 INLF @ \$0.95/INFT). See attached cost estimate for details.
c. New Contract Item CO03: Removal of Concrete Addition of \$ 21,649.03 (644.7 SY @ \$33.58/SY). See attached cost estimate for details.
d. New Contract Item CO04: 12" Asphalt Patching Addition of \$ 76,359.82 (483.29 TON @ \$158.00/TON). See attached cost estimate for details.
e. New Contract Item CO05: Temporary Traffic Control Addition of \$ 10,860.84 (1 LS). See attached cost estimate for details.
f. New Contract Item CO06: Removal of Existing Markings Addition of \$ 5,794.20 (5,220 LF @ \$1.11/LF). See attached cost estimate for details.
g. New Contract Item CO07: Plastic Pavement Legends and Symbols (Bike) Addition of \$ 8,872.80 (16 EA @ \$554.55/EA). See attached cost estimate for details.
h. New Contract Item CO08: Plastic Pavement Legends and Symbols (Arrow- Left Turn) Addition of \$ 332.73 (1 EA @ \$332.73/EA). See attached cost estimate for details.
i. New Contract Item CO09: Plastic Pavement Legends and Symbols (Arrow- Right Turn) Addition of \$ 332.73 (1 EA @ \$332.73/EA). See attached cost estimate for details.
j. New Contract Item CO10: Plastic Pavement Striping (Solid Line) (4" Width) (Thermoplastic 90 mil) Addition of \$ 24,755.29 (4,464 MILE @ \$5,545.54/MILE). See attached cost estimate for details.
k. New Contract Item CO11: Plastic Pavement Striping (Broken Line) (4" Width) (Thermoplastic 90 mil) Addition of \$ 61.56 (0.037 MILE @ \$1,663.66/MILE). See attached cost estimate for details.
l. New Contract Item CO12: Striping Mobilization Addition of \$ 3,327.32 (1 LS). See attached cost estimate for details.
m. New Contract Item CO13: Plastic Pavement Striping (Solid Line) (6" Width) (Thermoplastic 90 mil) Addition of \$ 13,501.18 (1,739 MILE @ \$7,763.76/MILE). See attached cost estimate for details.

Total of Added Work Items = (+\$197,407.63)

2. Revise the Following Work Item Quantities:

- a. Contract Item 20: Milling (2" Thick) @ \$2.25/SY The quantity is to be increased by 18,799.2 SY. (+\$ 42,298.20)
b. Contract Item 30: Asphalt Pavement Overlay (2" Thick) @ \$14.50/SY The quantity is to be increased by 16,799.2 SY. (+\$ 272,588.40)
c. Contract Item 40: Asphalt Patching (6" Thick) @ \$173.00/TON The quantity is to be increased by 437.54 TON. (+\$ 75,694.42)
d. Contract Item 41: Mill Patch (3" Thick) @ \$29.00/SY The quantity is to be reduced by 375.5 SY. (-\$ 10,869.50)
e. Contract Item 50: Adjustment of Manholes @ \$1,285.00/EA The quantity is to be increased by 10 EA. (+\$ 12,850.00)
f. Contract Item 51: Adjustment of Water Valves @ \$1,140.00/EA The quantity is to be increased by 3 EA. (+\$ 3,420.00)
g. Contract Item 60: Plastic Pavement Striping (Solid Line) (4" Width) (Thermoplastic 90 mil) @ \$6,000.00/MILE The quantity is to be reduced by 0.426 MILE. (-\$ 2,556.00)
h. Contract Item 61: Plastic Pavement Striping (Broken Line) (4" Width) (Thermoplastic 90 mil) @ \$2,000.00/MILE The quantity is to be increased by 0.684 MILE. (+\$ 1,368.00)
i. Contract Item 62: Plastic Pavement Striping (Solid Line) (8" Width) (Thermoplastic 125 mil) @ \$3.00/LF The quantity is to be increased by 1,886 LF. (+\$ 5,658.00)
j. Contract Item 63: Plastic Pavement Striping (24" Width) (Thermoplastic 125 mil) @ \$15.00/LF The quantity is to be increased by 2,192 LF. (+\$ 32,880.00)
k. Contract Item 64: Railroad Pavement Markings @ \$500.00 EA The quantity is to be increased by 4 EA. (+\$ 2,000.00)
l. Contract Item 65: Plastic Pavement Legends and Symbols (Arrow - Straight) @ \$300.00 EA The quantity is to be increased by 15 EA. (+\$ 4,500.00)
m. Contract Item 67: ReflectORIZED Raised Pavement Markings (Blue) @ \$10.00/EA (Base Bid) The quantity is to be reduced by 4 EA. (-\$ 40.00) ReflectORIZED Raised Pavement Markings (Blue) @ \$25.00/EA (Alternate No. 1) The quantity is to be increased by 22 EA. (+\$ 550.00)
n. Contract Item 70: Relocation of Infrastructure Items @ \$5,000.00 LS The quantity is to be reduced by 1 LS. (-\$ 5,000.00)

Total of Change in Work Items Quantity = (+\$429,521.52)

Reason for Change Order: List a reason for each Line Item listed above.

1. Add Work Items
 - a. A concrete portion of East Heather Drive and Schexnaydre Lane was added to the project which included remove and replace curb and gutter, saw cutting, removal of concrete, and 12" asphalt paving. (Work Change Directive No. 1) (Items 1a-1d)
 - b. 17 streets were added to the project, requiring additional temporary traffic control on the streets being patched, milled, and overlaid. (Work Change Directive No. 1) (Item 1e)
 - c. Ormond Boulevard, Schexnaydre Lane, East Heather Drive, and 5th Street have additional striping for crosswalks, bike lanes, etc. that require new striping items to be added to the project. (Work Change Directive No. 2 and 3) (Items 1f-1m)
2. Revise Work Item Quantities
 - a. 17 streets were added to the project, requiring additional milling (2" thick), and overlay (2" thick). Additional patching (6" thick) quantity was added for the added streets and original contract streets that required more quantity than expected. (Work Change Directive No. 1) (Items 2a-2c)
 - b. Mill patch (3" thick) quantity was reduced, because there was less quantity than expected in the original contract. (Item 2d)
 - c. Some streets required more adjustment of manholes and water valves than expected, requiring additional quantity. (Items 2e and 2f)
 - d. Ormond Boulevard, Schexnaydre Lane, East Heather Drive, and 5th Street have additional striping for crosswalks, bike lanes, etc. that require increases in striping quantities. (Work Change Directive No. 2 and 3) (Items 2g-2m)
 - e. Relocation of infrastructure items was not needed for the project requiring a decrease in quantity. (Item 2n)

Attachments: (List documents supporting change)

- Engineer's Opinion of Probable Cost
- Work Change Directive No. 1
- Work Change Directive No. 2
- Work Change Directive No. 3

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price \$2,723,256.00	Original Contract Times: Substantial Completion: 170 days 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 No. ___: Substantial Completion: _____ Ready for final payment: _____ (days)
Contract Price prior to this Change Order: \$2,723,256.00	Contract Times prior to this Change Order: Substantial Completion: 170 days Ready for final payment: _____ (days or dates)
Net increase of this Change Order: \$626,929.15	Net increase (decrease) this Change Order: Substantial Completion: 20 days Ready for final payment: _____ (days)
Contract Price with all approved Change Orders: \$3,350,185.15	Contract Times with all approved Change Orders: Substantial Completion: 190 days Ready for final payment: _____ (days or dates)

RECOMMENDED: *[Signature]* APPROVED: *[Signature]* ACCEPTED: *[Signature]*
By: *[Signature]* By: *[Signature]* By: *[Signature]*
ENGINEER (Authorized Signature) OWNER (Authorized Signature) CONTRACTOR (Authorized Signature)
Date: 9/24/2025 Date: 10/7/25 Date: 9/24/25

2025-0301
INTRODUCED BY: BOB FISHER, COUNCILMAN, DISTRICT VI
RESOLUTION NO. 6866

A resolution to grant permission to the Knights of Columbus, Red Church Council No. 3634, 375 Spruce Street, Norco, LA 70079, to solicit contributions at the intersections of I-310 and River Road (Hwy 48) by the Eastbank Bridge Park, Ormond Boulevard and Airline Drive (U.S. 61), Ormond Boulevard and River Road, Norco Fresh Market on Apple Street, Winn Dixie at 12519 Airline Drive (U.S. 61), River Road Market at 13572 River Road, and Majoria's Supermarket at 13413 Highway 90, Boute on October 17th, 18th, and 19th or November 7th, 8th, and 9th, 2025, between the hours of 8:00 am and 7:00 pm.

WHEREAS, Louisiana Revised Statute 32:218 B provides for the solicitation of contributions by non-profit organizations on a public roadway; and,
WHEREAS, the Knights of Columbus, Red Church Council No. 3634, 375 Spruce Street, Norco, LA 70079 has requested permission to solicit contributions at the intersections of I-310 and River Road (Hwy 48) by the Eastbank Bridge Park, Ormond Boulevard and Airline Drive (U.S. 61), Ormond Boulevard and River Road, Norco Fresh Market on Apple Street, Winn Dixie at 12519 Airline Drive (U.S. 61), River Road Market at 13572 River Road, and Majoria's Supermarket at 13413 Highway 90, Boute on October 17th, 18th, and 19th or November 7th, 8th, and 9th, 2025, between the hours of 8:00 am and 7:00 pm for the purpose of contributing to the Mentally Impaired Children of St. Charles Parish, divided between the ARC, Special Olympics, and St. Basil School for the Disabled.

NOW THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby grant permission to the Knights of Columbus, Red Church Council No. 3634, 375 Spruce Street, Norco, LA 70079 to solicit contributions at the intersections of I-310 and River Road (Hwy 48) by the Eastbank Bridge Park, Ormond Boulevard and Airline Drive (U.S. 61), Ormond Boulevard and River Road, Norco Fresh Market on Apple Street, Winn Dixie at 12519 Airline Drive (U.S. 61), River Road Market at 13572 River Road, and Majoria's Supermarket at 13413 Highway 90, Boute on October 17th, 18th, and 19th or November 7th, 8th, and 9th, 2025, between the hours of 8:00 am and 7:00 pm.

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

And the resolution was declared adopted this 6th day of October, 2025, to become effective five (5) days after publication in the Official Journal.

2025-0301 Knights of Columbus, Red Church, Oct 2025

CHAIRMAN: *[Signature]*
SECRETARY: *[Signature]*
DLVD/PARISH PRESIDENT: *[Signature]*
APPROVED: DISAPPROVED: _____

PARISH PRESIDENT: *[Signature]*
RETD/SECRETARY: *[Signature]*
AT: 3:19 pm RECD BY: *[Signature]*

2025-0307
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF ECONOMIC DEVELOPMENT AND TOURISM)
RESOLUTION NO. 6867

A resolution authorizing the St. Charles Parish Council to approve the Industrial Tax Exemption application for W.R. Grace & Co. Project ID: 20230486-ITE for participation in the Industrial Tax Exemption Program for expansion and safety improvements at W.R. Grace in Norco, Louisiana.

WHEREAS, Article 7, Section 21(F) of the Louisiana Constitution provides for the Board of Commerce and Industry ("BCI"), with the approval of the Governor, to approve contracts for the exemption of ad valorem taxes of a new manufacturing establishment or an addition to an existing manufacturing establishment, on such terms and conditions as the board, with the approval of the Governor, deems in the best interest of the state; and,

WHEREAS, former Governor Edwards, through Executive Orders JBE 16-26 and 16-73, has set forth the conditions for the Governor's approval of ITE contracts for which advance notifications were filed after June 14, 2016, and, affirmed that those conditions are in the best interest of the State of Louisiana; and,

WHEREAS, the above-referenced Executive Orders provide that ITE contracts should be premised upon job and payroll creation and retention at new or expanded manufacturing plants or establishments; and,

WHEREAS, the 2018 rules, Title 13, Ch. 5, Section 501 et seq., promulgated by the Louisiana Department of Economic Development (LED), Office of Business Development, and approved by the BCI, mandates parameters for ITE approval and requires local review and potential action or consent by the relevant Parish Council, School Board and Sheriff; and,

WHEREAS, per 2024 Emergency Rules, Title 13, Part I, Chapter 5, Subchapter B, the parameters set forth by the 2018 rules apply to all projects with advance notice filed with the LED after June 14, 2016 and before February 20, 2024; and,

WHEREAS, W.R. Grace & Co. filed its advance notice on January 10, 2024, for an Industrial Tax Exemption ("ITE") and now seeks local approval for a contract granting an exemption for an expansion, including new tanks, a new administrative building, and safety improvements and upgrades of its control room, increasing the facility's value and utility per Section 502(1)(c); and,

WHEREAS, the proposed project described herein satisfies new job and payroll creation requirements while generating an estimated \$373,308 in additional Ad Valorem taxes; and,

WHEREAS, in addition to satisfying the minimum program requirements, W.R. Grace Co. has committed to executing supplemental local performance obligations which will increase employment opportunity for local residents and procurement opportunities for local businesses, as well as its commitment to continued productive partnerships with our school system.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL upon consideration of the foregoing and the public discussion held this day, supports and consents to the application for Industrial Tax Exemption for W.R. Grace & Co. for

the project referenced herein.

BE IT FURTHER RESOLVED that a copy of this resolution shall be forwarded to W.R. Grace and Co., Louisiana Board of Commerce and Industry, LED, and Governor Landry.

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

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

And the resolution was declared adopted this 6th day of October, 2025, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: *[Signature]*
SECRETARY: *[Signature]*
DLVD/PARISH PRESIDENT: *[Signature]*
APPROVED: DISAPPROVED: _____

PARISH PRESIDENT: *[Signature]*
RETD/SECRETARY: *[Signature]*
AT: 3:19 pm RECD BY: *[Signature]*

2025-0261 **RESOLUTION NO. 6868**

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

WHEREAS, there exists a vacancy on the **RIVER PARISHES TRANSIT AUTHORITY** due to the resignation of Mr. Corey Faucheux on August 6, 2025; and,
WHEREAS, it is the desire of the Parish Council to fill this vacancy; and,
WHEREAS, said commissioner shall be subject to confirmation by the Senate.
NOW, THEREFORE, BE IT RESOLVED, that Mr. Patrick Beard
3756 Tara Dr., Destrehan, LA 70047

is hereby appointed to fill the unexpired term on the **RIVER PARISHES TRANSIT AUTHORITY.**

BE IT FURTHER RESOLVED, that said appointment shall be effective **IMMEDIATELY** and shall expire **JANUARY 9, 2028.**

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

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

And the resolution was declared adopted this 6th day of October, 2025, to become effective five (5) days after publication in the Official Journal.

APPOINT: Transit Authority (PC unexpired)

CHAIRMAN: *[Signature]*
SECRETARY: *[Signature]*
DLVD/PARISH PRESIDENT: *[Signature]*
APPROVED: DISAPPROVED: _____

PARISH PRESIDENT: *[Signature]*
RETD/SECRETARY: *[Signature]*
AT: 3:19 pm RECD BY: *[Signature]*

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.

[Signature]
MICHELLE IMPASTATO
COUNCIL SECRETARY

Publish on: October 16, 2025

Public Notice

SECTION 00010

ADVERTISEMENT FOR BIDS

The Parish of St. Charles, hereby advertises bids for construction of Ormond Center Drainage Improvements (P190505) as follows:

Owner: **St. Charles Parish**

Project Title: Ormond Center Drainage Improvements

Project No.: P190505

Principal Work Location: Destrehan, LA

Description of Basic Work: **The scope of this project includes the removal and replacement of the existing drainage within the 30' servitude that lies within the development of Ormond Center, and all supporting construction work such as removal and replacement of concrete pavement, curb, tributary drain lines, catch basins, water line etc.**

Bids: Separate sealed Bids will be received by the ST. CHARLES PARISH COUNCIL RECORDS OFFICE, Parish of St. Charles, 15045 River Road, Courthouse 3rd Floor, Hahnville, Louisiana, 70057, either by registered or certified mail with return receipt requested, or hand delivered, or electronically submitted at www.centralbidding.com, no later than 10 a.m. local time on November 18, 2025. Promptly thereafter, the bids will be publicly opened and read aloud in the Council Chambers of the St. Charles Parish Court House. The Owner reserves the right to reject any and all Bids in accordance with the Public Bid Law, and to disregard all nonconforming, nonresponsive, unbalanced or conditional Bids.

Bidding Documents: The Bidding Documents (Contract Documents, Specifications and Drawings) are available to Contractors who are properly licensed in Louisiana or to bona fide suppliers of materials and equipment for purchase and/or review at the office of the Engineer for the contract, Stuart Consulting Group, Inc., 1018 Central Ave (Suite 200), Metairie, LA 70001.

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

Pre-Bid Conference: A Pre-Bid Conference to discuss the scope of the project and the requirements of the Bidding and Contract Documents will be held on November 4, 2025 at 10 a.m. the St. Charles Parish Department of Public Works and Wastewater, 100 River Oaks Dr., Destrehan, Louisiana. Attendance of the Pre-Bid Conference is **Mandatory.**

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

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

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

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

St. Charles Parish Council
Matthew Jewell, Parish President

Advertisement Source and Dates:

St. Charles Herald Guide
St. Charles Parish Website
Central Auction House
The Daily Journal of Commerce
The Times-Picayune/The New Orleans Advocate

Thursday, October 16, 2025
Thursday, October 23, 2025
Thursday, October 30, 2025

Sheriff's Sale

SHERIFF'S SALE
SHERIFF'S OFFICE

Suit No: (45) 95633-E

Date: Tuesday, September 09, 2025
LOUISIANA FEDERAL CREDIT UNION

UNION

vs

KEITH A. STERLING
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 22, 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 19, 2025, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit:

ONE CERTAIN LOT OF GROUND, situated in the Parish of St Charles, State of Louisiana, in that subdivision thereof known as ORMOND VILLAGE SUBDIVISION, being a resubdivision of Parcel A, Square A of Ormond Village Subdivision, all in accordance with a survey by Lucien C. Gassen, Registered Land Surveyor, dated July 15, 1983, approved by the St. Charles Parish Police Jury, registered In COB 305, folio 135, and designated as follows:

LOT A-1 of SQUARE "A", which is bounded by Ormond Village Drive, Live Oak Drive, River Point Drive and River Road. LOT A-1 forms the corner of La Highway 48, River Road and Ormond Village Drive and measures 119.01 feet front on LA Highway 48, River Road, which a width in the rear of 100 feet, by a depth and front on Ormond Village Drive of 115.92 feet and a depth on the opposite line of 51.40 feet.

Exceptions:
Said property is subject to all covenants, restrictions, rights of way, easements, encroachments, servitudes, reservations, and rights of others as may be disclosed in the public record, including, but not limited to, the following specific matters:

1. Restrictive covenants contained in an act registered in Cob 305, folio 115.
2. Servitude in favor of Louisiana Power and Light Company, registered in COB 287, folio 776.
3. Restrictive covenant and servitudes as shown on the plan of resubdivision.

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

FORTY-EIGHT THOUSAND SIX HUNDRED AND EIGHTY-NINE AND THIRTEEN (\$48,689.13) 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 16, 2025
November 13, 2025

GREG CHAMPAGNE-SHERIFF
& EX-OFFICIO TAX COLLECTOR

ST. CHARLES PARISH
ATTORNEY FOR PLAINTIFF:
Joshua P. Mathews

3501 N. Causeway Blvd., Suite 300
Metairie, LA 70002
504-837-9040

SCSO-CIV-209-0402

Public Notice

NOTICE OF REQUEST FOR PROPOSALS (RFP)

Video Surveillance - Responder Vessels

("Project")

The PORT of South Louisiana ("PORT") is soliciting competitive proposals from qualified responsible Proposers for Video Surveillance on two Responder Vessels. PORT will receive sealed proposals for that purpose, until **November 10, 2025, by 1:00 p.m. Central Standard Time (CST), ("Submission Deadline")**. Proposals not received by PORT as of the Submission Deadline will not be considered responsive and will not be opened. Proposals not meeting specified delivery and methods of submittal will not be considered responsive and will not be opened. Proposals received via facsimile (fax), or electronic mail (e-mail) shall not be considered. PORT reserves the right to extend the Submission Deadline by issuing an Addendum. Proposers shall refer to the RFP documents for detailed deliverables.

The purpose of this RFP is to solicit competitive proposals from qualified Proposers for the procurement and installation of two (2) high-performance pan-tilt-zoom cameras and two (2) fixed cameras for deck monitoring on the two (2) Responder Vessels, along with the required network infrastructure to enable real-time connectivity to the POSL network for monitoring at the MSOC.

Port of South Louisiana has been awarded Port Security Grant Number EMW-2024-PU-05225-1 from the Department of Homeland Security ("DHS") Federal Emergency Management Agency ("FEMA") Port Security Grant Program ("PSGP") for FY2024 which will partially be funding the products and services to be provided by Proposer to PORT pursuant to this RFP. Proposer will comply with all applicable local, state, and federal law, regulations, executive orders, FEMA policies, procedures, directives, and the following:

- 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards
- FEMA Procurement Disaster Assistance Team (PDAT) FIELD MANUAL.
- The Department of Homeland Security (DHS) Notice of Funding Opportunity (NOFO) Fiscal Year 2024 Port Security Grant Program | FEMA.gov
- Fiscal Year 2024 Preparedness Grants Manual (fema.gov)
- GPD IB No. 400 FEMA's Implementation of 2 C.F.R. Part 200, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Super Circular" or "Omni Circular")
- Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018), as implemented through 2 C.F.R. § 200.216 and FEMA Policy #405-143-1, Prohibitions on Expanding FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim) applies to this RFP.
- List of Equipment and Services Covered by Section 2 of the Security and Trusted Communications Network Act
- FEMA Interim Policy #207-22-0001- Build America, Buy America Act (BABAA)

Proposals are subject to all terms, conditions, and provisions of this document, including Affirmative Action, Equal Employment Opportunity, and Build America Buy America Act (BABAA) regulations. Proposers shall read and understand the requirements of this RFP.

The information contained in this proposal contains Sensitive Security Information as identified in 49 CFR Part 15 – Protection of Sensitive Security Information. Therefore, the PORT requires a Mutual Non-Disclosure Agreement (MNDA) to be executed prior to receiving the RFP. Proposer's may pick up a copy of the MNDA at the PORT's Administrative Office at 1720 Louisiana Highway 44, Reserve, LA 70084, download the MNDA from www.centralbidding.com or request a copy at bids@portsl.com on or before **October 23, 2025, at 4:00 p.m. CST**.

The Port will forward the RFP and any Addendums upon receipt of fully executed MNDA. PORT reserves the right to modify all or any of the same at any time prior to the Submission Deadline through an Addendum.

A Proposer will be selected through a qualification-based selection process. Proposers interested in providing services must submit a Statement of Qualifications (SOQ) that addresses the evaluation criteria defined in the RFP. Information included within the SOQ may be used to evaluate your firm as part of any criteria regardless of where that information is found within the SOQ. Information obtained from the SOQ and from any other relevant source may be used in the evaluation and selection process.

Evaluation of submitted proposals will be based on the following criteria:

No.	Points	Criteria Description
1	40	Overall Experience of Company and Demonstrated Results Our evaluation will include an assessment of the history of your company, your experience as it relates to the requirements within this RFP, evidence of past performance, quality and relevance of past work, references, and related items.
2	20	Ability to meet PORTS schedule for expeditiously completing assignments. Time is of the essence to purchase and install this equipment. Is the Proposer able to order and supply equipment on or before June 19, 2026
3	30	Cost Effectiveness of Price Quotation Effective and efficient delivery of quality services as well as equipment is demonstrated in relation to the budget allocation. The allocation is reasonable and appropriate.
4	10	Completeness of Proposal and adherence to RFP Instructions

All proposals must be made in the form and on the forms (and contain all certificates, documentation, and information) required by the RFP Documents. Any proposal that does not fully comply with any requirement of the RFP Documents will be considered non-responsive, and PORT shall be entitled to reject the proposal. Port further reserves it's right to reject any and all proposals at any time. PORT reserves the right to waive any minor informality or mere irregularity contained in any proposal.

No proposal will be construed to be binding on PORT unless (i) a Contract first has been awarded by its Board of Commissioners at a public meeting, (ii) the Contract has been duly executed by each of the Contractor and PORT, and (iii) all conditions applicable to such award of the Contract and as otherwise may be set forth in the Contract Documents have been fully satisfied.

Sealed proposals must be received with all required submittals as stated in the RFP, no later than the Submission Deadline. Sealed Proposals may be delivered to 1720 Louisiana Highway Reserve, Louisiana 70084 or www.centralbidding.com on or before the Submission Deadline.

- The proposal package consists of two (2) sealed packages. Both sealed packages should be submitted online at www.centralbidding.com or delivered to the PORT's Administrative Office.
- The first sealed package should contain an original and two (2) bound, full, complete, and exact copies of the Technical Proposal and an electronic proposal via a Flash Drive in a sealed opaque envelope. The package should be clearly labeled "Technical Proposal for - Video Surveillance - Responder Vessels" Project # EMW-2024-PU-05225-1" and identify the name and address of the Proposer.
- The second sealed package should contain an original and one (1) full, complete, exact copy of the Cost Proposal. The package should be clearly labeled – "Cost Proposal for Video Surveillance- Responder Vessels Project # EMW-2024-PU-05225-1." All copies and all electronic media shall be identical to the Proposer's hardcopy, original submission. In case of a discrepancy, the hard copy shall govern.

Requests for Information (RFI) regarding any questions or requests for clarifications regarding this Request for Proposals, Proposers must submit a written request for information on or before **October 27, 2025, by 4:00 p.m. CST** to bids@portsl.com. The Port will provide a response to the Request for Information on or before **October 30, 2025, by 4:00 p.m. CST**, in the form of an addendum.

By: Mr. Brian Cox, Interim Executive Director/CEO

Dates of Publication:

- October 8
- October 15
- October 22

Publish on: October 9, 16 & 23, 2025

Public Notice

NOTICE OF REQUEST FOR PROPOSALS (RFP)

Video Surveillance Enhancements

AI-powered real-time color night vision software

("Project")

The PORT of South Louisiana ("PORT") is soliciting competitive proposals from qualified responsible Proposers for Video Surveillance Enhancements - AI-powered real-time color night vision software. PORT will receive sealed proposals for that purpose, until **November 10, 2025, by 1:00 p.m. Central Standard Time (CST), ("Submission Deadline")**. Proposals not received by PORT as of the Submission Deadline will not be considered responsive and will not be opened. Proposals not meeting specified delivery and methods of submittal will not be considered responsive and will not be opened. Proposals received via facsimile (fax), or electronic mail (e-mail) shall not be considered. PORT reserves the right to extend the Submission Deadline by issuing an Addendum. Proposers shall refer to the RFP documents for detailed deliverables.

The purpose of this RFP is to solicit competitive proposals for qualified Proposers to Purchase, Install and Configure existing cameras with Video Surveillance Enhancements AI-powered real-time color night vision software, for the PORT. This must be shareable with up to forty (40) partner agencies.

Port of South Louisiana has been awarded Port Security Grant Number EMW-2024-PU-05225-2 from the Department of Homeland Security ("DHS") Federal Emergency Management Agency ("FEMA") Port Security Grant Program ("PSGP") for FY2024 which will partially be funding the products and services to be provided by Proposer to PORT pursuant to this RFP. Proposer will comply with all applicable local, state, and federal law, regulations, executive orders, FEMA policies, procedures, directives, and the following:

- 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards
- FEMA Procurement Disaster Assistance Team (PDAT) FIELD MANUAL.
- The Department of Homeland Security (DHS) Notice of Funding Opportunity (NOFO) Fiscal Year 2024 Port Security Grant Program | FEMA.gov
- Fiscal Year 2024 Preparedness Grants Manual (fema.gov)
- GPD IB No. 400 FEMA's Implementation of 2 C.F.R. Part 200, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Super Circular" or "Omni Circular")
- Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018), as implemented through 2 C.F.R. § 200.216 and FEMA Policy #405-143-1, Prohibitions on Expanding FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim) applies to this RFP.
- List of Equipment and Services Covered by Section 2 of the Security and Trusted Communications Network Act
- FEMA Interim Policy #207-22-0001- Build America, Buy America Act (BABAA)

Proposals are subject to all terms, conditions, and provisions of this document, including Affirmative Action, Equal Employment Opportunity, and Build America Buy America Act (BABAA) regulations. Proposers shall read and understand the requirements of this RFP.

The information contained in this proposal contains Sensitive Security Information as identified in 49 CFR Part 15 – Protection of Sensitive Security Information. Therefore, the PORT requires a Mutual Non-Disclosure Agreement (MNDA) to be executed prior to receiving the RFP. Proposer's may pick up a copy of the MNDA at the PORT's Administrative Office at 1720 Louisiana Highway 44, Reserve, LA 70084, download the MNDA from www.centralbidding.com or request a copy at bids@portsl.com on or before **October 23, 2025 at 4:00 p.m. CST**.

The Port will forward the RFP and any Addendums upon receipt of fully executed MNDA. PORT reserves the right to modify all or any of the same at any time prior to the Submission Deadline through an Addendum.

A Proposer will be selected through a qualification-based selection process. Proposers interested in providing services must submit a Statement of Qualifications (SOQ) that addresses the evaluation criteria defined in the RFP. Information included within the SOQ may be used to evaluate your firm as part of any criteria regardless of where that information is found within the SOQ. Information obtained from the SOQ and from any other relevant source may be used in the evaluation and selection process.

Evaluation of submitted proposals will be based on the following criteria:

No.	Points	Criteria Description
1	40	Overall Experience of Company and Demonstrated Results Our evaluation will include an assessment of the history of your company, your experience as it relates to the requirements within this RFP, evidence of past performance, quality and relevance of past work, references, and related items.
2	20	Ability to meet PORTS schedule for expeditiously completing assignments. Time is of the essence to purchase and install this equipment. Is the Proposer able to order and supply equipment on or before June 19, 2026
3	30	Cost Effectiveness of Price Quotation Effective and efficient delivery of quality services as well as equipment is demonstrated in relation to the budget allocation. The allocation is reasonable and appropriate.
4	10	Completeness of Proposal and adherence to RFP Instructions

All proposals must be made in the form and on the forms (and contain all certificates, documentation, and information) required by the RFP Documents. Any proposal that does not fully comply with any requirement of the RFP Documents will be considered non-responsive, and PORT shall be entitled to reject the proposal. Port further reserves it's right to reject any and all proposals at any time. PORT reserves the right to waive any minor informality or mere irregularity contained in any proposal.

No proposal will be construed to be binding on PORT unless (i) a Contract first has been awarded by its Board of Commissioners at a public meeting, (ii) the Contract has been duly executed by each of the Contractor and PORT, and (iii) all conditions applicable to such award of the Contract and as otherwise may be set forth in the Contract Documents have been fully satisfied.

Sealed proposals must be received with all required submittals as stated in the RFP, no later than the Submission Deadline. Sealed Proposals may be delivered to 1720 Louisiana Highway Reserve, Louisiana 70084 or www.centralbidding.com on or before the Submission Deadline.

- The proposal package consists of two (2) sealed packages. Both sealed packages should be submitted online at www.centralbidding.com or delivered to the PORT's Administrative Office.
- The first sealed package should contain an original and two (2) bound, full, complete, and exact copies of the Technical Proposal and an electronic proposal via a Flash Drive in a sealed opaque envelope. The package should be clearly labeled "Technical Proposal for - Video Surveillance Enhancements - AI-powered real-time color night vision software Project # EMW-2024-PU-05225-2" and identify the name and address of the Proposer.
- The second sealed package should contain an original and one (1) full, complete, exact copy of the Cost Proposal. The package should be clearly labeled – "Cost Proposal for Video Surveillance Enhancements - AI-powered real-time color night vision software Project # EMW-2024-PU-05225-2." All copies and all electronic media shall be identical to the Proposer's hardcopy, original submission. In case of a discrepancy, the hard copy shall govern.

Requests for Information (RFI) regarding any questions or requests for clarifications regarding this Request for Proposals, Proposers must submit a written request for information on or before **October 27, 2025, by 4:00 p.m. CST** to bids@portsl.com. The Port will provide a response to the Request for Information on or before **October 30, 2025, by 4:00 p.m. CST**, in the form of an addendum.

By: Mr. Brian Cox, Interim Executive Director/CEO

Dates of Publication:

- October 8
- October 15
- October 22

Publish on: October 9, 16 & 23, 2025

Sheriff's Sale

SHERIFF'S SALE
SHERIFF'S OFFICE
Suit No: (45) 94395-D
Date: Tuesday, August 12, 2025
DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR HSI ASSET SECURITIZATION CORPORATION TRUST 2006- OPT3, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006- OPT3

vs
THE OPENED SUCCESSION OF ROSE MARY RODNEY EUGENE(A/K/A ROSE MARY R. EUGENE, ROSE MARY EUGENE, ROSEMARY EUGENE, ROSE M. EUGENE, ROSE MARY EUGENE) AND THE OPENED SUCCESSION OF CAROL BROWN AND DWIGHT EUGENE AND MYRA MOLIERE AND TOMIKA BROWN EHIGATOR AND JEREMY A. BROWN AND JOSHUA V. BROWN 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, JULY 11, 2024, in the above entitled and numbered cause, I shall proceed to sell at public auction at the principal front door of the Courthouse of which the Civil District Court of the Parish of St. Charles is held on WEDNESDAY, OCTOBER 22, 2025, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit:

(A) ONE CERTAIN LOT OR PORTION OF GROUND, together with all the rights, ways, privileges, servitudes and appurtenances, thereunto belonging or in anywise appertaining, situated at ST ROSE, in the PARISH OF ST. CHARLES, LOUISIANA, designated on a plan by Frank T. Payne, C.E., dated December 13, 1924 by the Number Twenty (20), and measures Forty (40) feet in width fronting on a road leading from the highway to the rear, by a depth between equal and parallel lines of One Hundred (100) feet.

The property forms part of the tract of land designated by the number Five (5) and Six (6) on a plan of Elkinsville by Owen McLeran, C.E. dated January 17, 1877, annexed to an act of sale by Widow Carey Hill, et als, to Frank Griffen, by act passed before Lewis Ory, Notary Public, on March 24, 1877.

(B) ONE CERTAIN LOT OR PORTION OF GROUND, together with all the rights, way, privileges, servitudes and appurtenances thereto belonging or in anywise - appertaining, situated at ST ROSE, in the PARISH OF ST. CHARLES, LOUISIANA, designated on a plan by Frank T. Payne, C.E., dated December 13, 1924 by the Number Twenty-One (21), and measures Forty (40) feet in width fronting on a road leading from the highway to the rear, by a depth between equal and parallel lines of One Hundred (100) feet.

The property forms part of the tract of land designated by the number Five (5) and Six (6) on a plan of Elkinsville by Owen McLeran, C.E. dated January 17, 1877, annexed to an act of sale by Widow Carey Hill, et als, to Frank Griffen, by act passed before Lewis Ory, Notary Public, on March 24, 1877.

"Said lots or portions of ground being now described as Lot 20-A as seen on the attached survey by Bodin and Webb, Inc. Engineers & Surveyors, dated 11/4/99 and registered at cm 23989, being a resubdivision of Lots 20 and 21 of Elkinville Subdivision as per the resubdivision approval dated January 11, 2000 and registered at cm 239891 of the conveyance records of St. Charles Parish"

(C) TWO CERTAIN LOTS OR PORTIONS OF GROUND, together with the rights, ways, privileges, servitudes and appurtenances, thereunto belonging or in anywise

appertaining, situated at ST ROSE, in the PARISH OF ST. CHARLES, LOUISIANA, designated on a plan by Frank T. Payne, C.E., dated December 13, 1924 by the numbers Twenty-Two (22) and Twenty-Three (23), said lots adjoin and measure each lot Forty (40') feet in width fronting on a road leading from the highway to the rear, by a depth between equal and parallel lines of One Hundred (100') feet. The property forms part of the tract of land designated by the number Five (5) and Six (6) on a plan of Elkinville by Owen McLeran, C.E., dated January 17, 1877, annexed to an act of sale by Widow Carey Hill, et als, to Frank Griffen, by act passed before Lewis Ory, Notary Public, on March 24, 1877. "Said lots or portions of ground being now described as Lot 22-A as seen on the attached survey by Bodin and Webb, Inc. Engineers & Surveyors, dated 11/4/99 and registered at cm 239889, being a resubdivision of Lots 22 and 23 of Elkinville Subdivision as per the resubdivision approval dated January 11, 2000 and registered at CIN 239889 of the conveyance records of St. Charles Parish."

Which has the address of 290 2nd Street Aka Second Street, Saint Rose, LA 70087

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: **FIFTY THOUSAND SIX HUNDRED AND FOUR AND THREE (\$50,604.03) 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: September 18, 2025

**October 16, 2025
GREG CHAMPAGNE-SHERIFF & EX-OFFICIO TAX COLLECTOR**

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

Public Notice



MATTHEW JEWELL
PARISH PRESIDENT
BRENDA J. CAMPOS
PROCUREMENT OFFICER

**St. CHARLES PARISH
PROCUREMENT**

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**

**AUCTION ADVERTISED:
ST. CHARLES HERALD GUIDE
October 2, 2025
October 9, 2025
October 16, 2025
October 23, 2025**

Public Notice

PUBLIC NOTICE

REMOVAL OF WEEDS, GRASS & OTHER NOXIOUS MATTER

If the following violations are not rectified within (5) days of this published notice, the parish will proceed in bringing the properties listed in compliance with Chapter 16, Article III Sec. 16-24 through Sec. 16-28. (As amended). The fee for performing these services shall be at a rate of 0.037 per square foot of the lot cleaned. The contractor's fee for performing these services shall be at the rate of 0.029 per square foot of the lot cleaned. In the event a mini-clean up is required prior to performing the above services, a fee of \$58.61 per mini clean up plus actual disposal fees will be assessed, not to exceed then (10) mini-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:

Virginia Johnson Bajol
520 First St., St. Rose, LA 70087
Lot 1K
Block 8
Subdivision: Elkinville Subd. (St. Rose)
Nature of violation: Grass cutting & removal of debris

Earl Wilmore
530 First St., St. Rose, LA 70087
Lot L
Block 8
Subdivision: Elkinville Subd. (St. Rose)
Nature of violation: Grass cutting & removal of debris

Serena Bennett Est, c/o Scela Tuley
191 First St., St. Rose, LA 70087
Lot 7
Subdivision: Elkinville Subd. (St. Rose)
Nature of violation: Grass cutting & removal of debris

New Orleans Original Daiquiris
12411 Hwy. 90, Luling, LA 70070
Subdivision: Commercial - Personal Property
Nature of violation: Grass cutting & removal of debris

Sherman D. Slack
518 Fourth St., St. Rose, LA 70087
Lot 21
Block 2B
Subdivision: Elkinville Subd. (St. Rose)
Nature of violation: Grass cutting & removal of debris

Ralph Morgan
178 Audubon Pl., Destrehan, LA 70047
Lot 4
Block 14
Subdivision: Destrehan Plantation Estates
Nature of violation: Grass cutting & removal of debris

John Herrin
184 Audubon Pl., Destrehan, LA 70047
Lot 4
Block 15
Subdivision: Destrehan Plantation Estates
Nature of violation: Grass cutting & removal of debris

Est. Frank Rousseau
277 Fourth St., St. Rose, LA 70087
Lot 22
Block 1
Subdivision: Elkinville Subd. (St. Rose)
Nature of violation: Grass cutting & removal of debris

Est. Frank Rousseau
287 Fourth St., Apt. A, A, St. Rose, LA 70087
Lot 22
Block 1
Subdivision: Elkinville Subd. (St. Rose)
Nature of violation: Grass cutting & removal of debris

Royal's Grocery & Bar
261 First St., St. Rose, LA 70087
Lot 263
Block 16
Subdivision: Elkinville Subd. (St. Rose)
Nature of violation: Grass cutting & removal of debris

PUBLISH: October 16, 2025

Public Notice

SECTION 00010

ADVERTISEMENT FOR BIDS

The Parish of St. Charles, hereby advertises bids for construction of KINLER LIFT STATION REPLACEMENT as follows:

Owner: **St. Charles Parish**

Project Title: KINLER LIFT STATION REPLACEMENT

Project No.: S220801

Principal Work Location: West Bank of the Parish near 920 Kinler Street, Luling, Louisiana.

Description of Basic Work: 1. Construction of a new duplex submersible sewerage pumping station, complete with pumps, piping, valves, and electrical appurtenances. 2. Construction of interconnecting gravity sewerage and forced sewerage main piping. 3. Roadway restoration. 4. Demolition of the existing pumping equipment and backfilling of the existing steel dry pit structure. 5. Appurtenant civil, structural, mechanical, and electrical construction.

Bids: Separate sealed Bids will be received by the ST. CHARLES PARISH COUNCIL RECORDS OFFICE, Parish of St. Charles, 15045 River Road, Courthouse 3rd Floor, Hahnville, Louisiana, 70057, either by registered or certified mail with return receipt requested, or hand delivered, or electronically submitted at www.centralbidding.com, **no later than 11 a.m. local time on November 18, 2025**. Promptly thereafter, the bids will be publicly opened and read aloud in the Council Chambers of the St. Charles Parish Court House. The Owner reserves the right to reject any and all Bids in accordance with the Public Bid Law, and to disregard all nonconforming, nonresponsive, unbalanced or conditional Bids.

Bidding Documents: The Bidding Documents (Contract Documents, Specifications and Drawings) are available to Contractors who are properly licensed in Louisiana or to bona fide suppliers of materials and equipment for purchase and/or review at the office of the Engineer for the contract, **FAIRWAY CONSULTING AND ENGINEERING, LLC; 827 W. 22ND AVE. COVINGTON, LOUISIANA 70433**.

A payment of \$ 200.00 in cash or check payable to the Engineer will be required for each complete set of the Bidding Documents. This payment is refundable as provided in the La.R.S.38:2212(D). No charge will be required for electronic copies.

Pre-Bid Conference: A Pre-Bid Conference to discuss the scope of the project and the requirements of the Bidding and Contract Documents will be held on November 4, 2025 at 2 p.m. the St. Charles Parish Department of Public Works and Wastewater, **100 River Oaks Dr., Destrehan, Louisiana**. Attendance of the Pre-Bid Conference is **NON-MANDATORY**.

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

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

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

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

St. Charles Parish Council
Hon. Matthew Jewell, Parish President

Advertisement Source and Dates:

St. Charles Herald Guide
St. Charles Parish Website
Central Auction House
The Daily Journal of Commerce
The Times-Picayune/The New Orleans Advocate

Thursday, October 16, 2025
Thursday, October 23, 2025
Thursday, October 30, 2025

Your Community, Your News



St. Charles
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