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IT'S PLAYOFF TIME

The prep football postseason bracket was released Sunday by the LHSAA. Destrehan and Hahnville earned the third and 11th seed, respectively, in this year's field. For the Wildcats, that means a bye into round two, a distinction earned through its 8-2 record and District 8-5A championship victory on Friday night. The playoffs kick off in St. Charles Parish Friday night for Hahnville, which will host No. 22 Slidell at Tiger Stadium. Check Sports for more on the Wildcats and Tigers. (Pictured are Jabari Mack of Destrehan and Fabian Celestine of Hahnville.)

Photos by Ellis Alexander and Elaine Fitzgerald

The Nutcracker set to take stage in Luling



TURN to 16A

'The Crab Man' gives back for Thanksgiving



TURN to 2A

Luling family coping with ALS diagnosis

Ryan Arena Editor
ryana@heraldguide.com

Heather Landry remembers the day the news was delivered to her and husband Catlin.

"It was complete shock ... the tears. The silence after," Landry recalled.

On that day this past June, Catlin was diagnosed with amyotrophic lateral sclerosis, known commonly as ALS or Lou Gehrig's disease. At just 40 years old, the Luling man's life changed forever.

"We've been each other's world," said Landry. "We've been together since 2007 ... he's trying his best to do everything he can while he can. Right now,



Catlin Landry with his family.

he's on what may be his last hunting trip. He has trouble walking far distances ... it's all progressed so quickly."

Catlin began having difficulty with

ALS on 5A

Food pantry begins Thanksgiving food drive

Meghan McCune Reporter
meghanm@heraldguide.com

Residents can donate stuffing mix, yams, mashed potatoes, turkey gravy, dinner rolls, marshmallows, pie crust, green peas, broth, cranberries and more to Matthew 25:35 Ministries Food Pantry now through Friday, Nov. 14.

Drop-off locations include all six library branches, Grand Ridge Country Club, River Parishes Community College, Gracepoint Church, United Way of St. Charles, St. Charles United Methodist Church, Anytime Fitness Destrehan,



Residents can donate food items to Matthew 25:35 Ministries now through Nov. 14.

Plantation Dental, Needle and Thread Sewing Academy and several schools and scout groups.

FOOD DRIVE on 7A

 River Road Market & Deli 13572 River Rd • Destrehan	 Majoria's SUPERMARKET 13413 Hwy. 90 • Boutte	 Norco FRESH MARKET 217 Apple St • Norco	<p>DEALS OF THE WEEK FOR NOVEMBER 13 - 19 2025</p> <table border="0"> <tr> <td data-bbox="1068 2735 1290 3008"> Selected Food Club Broths or Stocks 32 oz 97¢ </td> <td data-bbox="1290 2735 1491 3008"> </td> <td data-bbox="1491 2735 1693 3008"> Food Club Vegetable or Canola Oil 128oz \$6.99 </td> <td data-bbox="1693 2735 1945 3008"> </td> </tr> </table>	Selected Food Club Broths or Stocks 32 oz 97¢		Food Club Vegetable or Canola Oil 128oz \$6.99	
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OPEN 7 DAYS A WEEK!

Gonzo's Smokehouse & BBQ plans move to new location

Meghan McCune Reporter
meghanm@heraldguide.com

It started as a backyard hobby in 2016. Then came weekend popups and a storefront on River Road. Now, Gonzo's Smokehouse and BBQ is moving to a larger space in the parish.

The new location is next to German Coast Beer Co. at 13899 River Road in Luling.

Jason Gonzalez, the owner and operator of Gonzo's Smokehouse, said the transition to the new space shows how much the restaurant has grown over the years. He is excited to participate in events with the smokehouse's new neighbors - the brewery and Crawfish and Chill - and he's excited about the additional space for staff and customers.

"There will be additional parking and seating for the customers," Gonzalez said. "I'm excited that we will have outdoor seating, and customers can eat their BBQ while seeing the offset smokers in action."

Offset smokers use separate fireboxes attached to the side of the main cooking chamber to add indirect heat to food. Gonzalez said the restaurant's smokehouse will house two 1,000-gallon Cen-Tex offset smokers.

Gonzalez expects to move to the new location in early 2026, after a

GONZO on 8A



Above, the staff of Gonzo's Smokehouse and BBQ celebrate their new location. The restaurant will move to its larger space in 2026. Below, a smoker for Gonzo's Smokehouse sits at its current location on River Road.

Thanksgiving meal giveaway includes turkey, ham, new Dock Dust seasoning by the Crab Man

Meghan McCune Reporter
meghanm@heraldguide.com

Residents can nominate a family to receive a turkey and ham for their Thanksgiving meal by contacting Whitney Curole or sending a message to K.W.K. Crabs on Facebook.

Curole, who is known online as the Crab Man, operates K.W.K. Crabs with his family in Des Allemands. His father started the business over 30 years ago.

Curole said he hopes the giveaway helps someone going through a rough season.

"We're really hoping that it touches somebody less fortunate, and it would mean the world for us to just bless them, you know?" Curole said. "To have them not have to pay as much for that Thanksgiving dinner or even let that be their Thanksgiving dinner."

Residents have until Nov. 25 to nominate a family for the giveaway.

Curole, who went to Hahnville High Schools, has over 130,000 followers online, where he documents the crab business. One video, which received 1.6 million views on TikTok shows a day at

CRAB MAN on 8A



Whitney Curole sorts crabs for the family business, K.W.K. Crabs in Des Allemands. Curole has thousands of viewers on social media, where he is known as The Crab Man.

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DEALS OF THE WEEK FOR NOVEMBER 13 - 19, 2025



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89¢



Louisiana Select Peeled Shrimp 1 lb (71-90 ct)

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Destrehan mother finds holiday hope in Sensory Santa

Ryan Arena Editor
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For as festive as the Christmas holidays are, they could bring their share of disappointment for Jacquelyn Frederick.

The Destrehan mother's 6-year-old son Sebastien is autistic, and her early attempts at introducing him to traditional Santa Claus-themed and other holiday events proved to be difficult.

"It was too much stimulation - noise, chaos, and it was too overwhelming for him. When we first started trying to get him involved, it was just meltdown after meltdown, and you begin to feel like, 'Well, is this meant for him? Is this something he's going to be able to experience?'" Frederick said.

"Maybe he's not going to get this, it's not going to be part of his plan and maybe I have to learn to accept this."

That prospect was heartbreaking for Frederick. Soon enough, however, she found a solution.

It came through Caring Strategies' annual Sensory Santa event in St. Charles Parish. It brings special needs children together with Santa Claus in an event catered to those specific needs - it includes no loud noises or long waits in line, and there are sensory-trained staff and sensory materials available to entertain the visiting children.

Caring Strategies is a local non-profit organization dedicated to providing resources to children with and without developmental disabilities, and other special needs. The organization serves hundreds of individuals and their families annually and is largely supported by United Way St. Charles. The goal is to help children with sensory challenges have a joyful Santa experience by providing an environment that helps the child



A child with Santa Claus at Sensory Santa event.

feel safe and secure. This year's event is scheduled for Dec. 6.

For Frederick and Sebastien, it was a significant milestone.

"I was introduced to it, and it's this amazing event that creates an inclusive, calm and welcoming holiday experience for children who are neurodivergent or on the spectrum and can't handle too much stimulation," Frederick said. "It's by appointment only. So, they can come in and meet with Santa Claus and it's a calm environment. They can take their time and it's not stressful."

Frederick said the Santa Claus at the event over the past few years is good at what he does.

"I think he was trained to manage these situations where the kids might need a little bit more extra time and comfort," Frederick said.

Children are able to color at the event, play with sensory-friendly toys and snack on - you guessed it - cookies and milk.

SANTA on 8A



St. Rose Elementary's Jacob Thompson with award naming him P.E. Teacher of the Year in Louisiana.

St. Rose Elementary educator earns P.E. Teacher of the Year honor

Ryan Arena Editor
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Jacob Thompson went to Baton Rouge last week and brought a major honor home with him to St. Rose Elementary.

The SRE coach and teacher was named the Louisiana Association for Health, Physical Education, Recreation, and Dance Elementary P.E. Teacher of the Year at the organization's annual convention. The group aims to improve quality of life through health, fitness, and recreational activities.

Its members consist of teachers, administrators, dance instructors, recreation supervisors, fitness directors, college students, allied health specialists, exercise physiologists, athletic trainers, etc. Members are included in all sixty-four parishes and all universities in the state.

Thompson has taught P.E. and coached young athletes for more than 25 years. His dedication and extra mile efforts led to his selection as St. Rose Elementary's 2024 Teacher of the Year. He's coached football, basketball, track and softball over the years.

His community involvement includes organizing programs like Punt, Pass and Kick, Rising New York Road Runners and fundraising for the American Heart Association.

Last year, Thompson helped St. Rose Elementary earn the LAHPERD Model School Award, which is earned by a school recognized for its outstanding dedication to health and physical

education. St. Rose was the first school in 15 years to qualify for the honor.

The necessary qualifications for the award are vast and very hard to reach, covering areas including teacher qualifications, time allocation, professional development, facilities, class size, curriculum, assessment, practices for working with students with disabilities, parent communication, student health and safety and program improvement and evaluation.

For Thompson, coaching isn't just a job for him, but a passion

"Getting kids to play sports in high school is great, but if nothing sparks that interest when they're young, they probably won't be too interested once they get to high school," Thompson said. "If you try to start teaching them football and basketball when they're 14 or 15 years old, the ship's probably sailed."

It's about planting those seeds of interest early that can lead to potential success - both immediate and long term.

"If they're unsuccessful early in life, it's going to turn them off," Thompson said. "You set the groundwork early through different things."

"We've have a running club at our school, for example, where we teach them to run and to walk for exercise. You want to get them some early success and build off of that."

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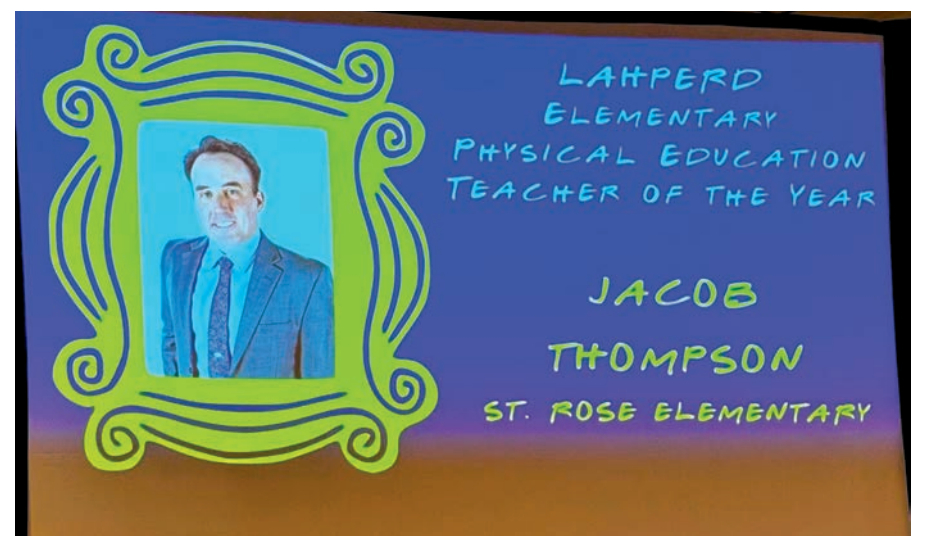
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ALS from 1A

his leg and tried to work through it. “He couldn’t really pick it up,” said Landry. “It was kind of just falling – it wasn’t doing what he wanted it to do.”

He had just earned a new job as a boat mechanic and did not want down time to disrupt that, but ultimately he had to go seek medical attention.

Catlin went to see his physician, who determined the former needed to see a neurologist. Later that day Catlin consulted with the neurologist, who set him up to see a muscular neurologist – at that appointment three days later, Catlin underwent a nerve test.

“They diagnosed him right away. It was probably the quickest diagnosis

ever,” Landry said.

It’s taken an emotional toll along with the physical one.

“It wears a little bit on him,” Landry said. “There’s a lot he feels he won’t be able to do much longer.”

The progression of the illness has required he use a wheelchair much of the time outside of his home. His left leg has gone limp and Landry said the use of his right leg is declining, with muscle cramping getting increasingly worse and more frequent. He’s been forced away from his job, as the physical part of it is no longer feasible.

“Despite all of that, he is still the person he has always been. He enjoys hunting, fishing, and hosting crawfish boils,” said Landry.

The family began a GoFundMe (titled “Help Catlin Landry enjoy life with ALS”) that has raised nearly \$1,600, to help with the day-to-day expenses the couple and their two children are dealing with along with the loss of income.

The Team Gleason Foundation has also stepped up to help, donating a wheelchair. Founded by former New Orleans Saints’ standout Steve Gleason who battles ALS himself, Team Gleason provides adventure, technology, equipment, and care services to others living with ALS.

“They’re wonderful,” said Landry. “We got to go to Benson Tower and the minute we walked in there, they’re like, ‘We’re getting you a wheelchair.’ They’re



Above, Catlin Landry and friends after a fishing trip. At right, Landry with his family.



supportive and they were there to talk about everything and anything. And you can call them and talk about anything.”

On February 7, there will be a white beans, jambalaya and catfish plate lunch benefit fundraiser at the Bayou Gauche Fire Station from 11 a.m. to 4 p.m. Each order is \$15. There will also be raffles, 50/50 and a silent auction. All proceeds will go toward medical expenses and equipment needed for care.



The Landry family enjoys the snowy weather.



December 11th | 11:00am

Edward A. Dufresne Community Center

St. Charles Parish Seniors (55+) only.
Addresses will be verified at ticketing.
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Tickets open on November 26th at [SCPSeniorChristmas2025.eventbrite.com](https://www.eventbrite.com/SCPSeniorChristmas2025)

Sheriff's Reports

Suspects are innocent until proved guilty in a court of law

Arrests

- **Noelle Kabel, 46**, was arrested Nov. 8 in Destrehan and charged with aggravated assault, simple battery and a fugitive arrest.
- **Milyn Caronna, 32**, was arrested Nov. 7 in Luling and charged with domestic abuse battery-minor injury.
- **Mason Burrell, 37**, was arrested Nov. 7 in New Orleans and charged with domestic abuse battery – child endangerment.
- **Ethan Sevin, 20**, was arrested Nov. 6 in Des Allemands and charged with battery of a dating partner-minor injury, simple criminal damage to property, telephone communications-improper language-harassment, and false imprisonment.
- **Dwayne Barrilleaux II, 33**, was arrested Nov. 6 in Boutte and charged with disturbing the peace – offensive, derisive, annoying words to another, and simple assault.
- **Kendall Tyler, 38**, was arrested Nov. 6 in Luling and charged with possession of oxycodone, possession with intent to distribute cocaine, possession with intent to distribute crack cocaine, illegal carrying of a weapon in the presence of a CDS, possession of firearm/carrying concealed by a convicted felon, possession with intent to distribute marijuana, possession or distribution of drug paraphernalia, transactions involving proceeds from CDS activity, and a fugitive arrest.

Real Estate Transactions

- **708 Sugarhouse Road in Luling** sold for \$194,000 by Susan Hodge to Kortney and Quinn Spires.
- **526 Oak Street in Norco** sold for \$250,000 by SJ2 LA RE Holdings to Toni Imbraguglio.
- **103 Bayou Estates Drive in Des Allemands** sold for \$232,000 by Timmy and Julie Holleman to Audrey Breaux.
- **55 Ormond Place in Destrehan** sold for \$70,000 by Succession of Charles Stuart Jr. to Edward Lambert.
- **17450 Old Spanish Trail in Des Allemands** sold for \$155,000 by Destanie Brown to Elsa Yoder.

Obituaries

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

Agnelly

Frederick Keith Agnelly, born in December of 1968, passed away peacefully surrounded by his loved ones on November fifth of 2025 in Kenner, Louisiana.

Keith, the first male Registered Nurse to graduate from the Mississippi University for Women, had a profound and positive impact on everyone he met. His friends, family, and coworkers knew him for his generosity of spirit, patience, humor, and sometimes obsessive hobbyism

A devoted and loving father of four beautiful children, Keith is survived by his wife of thirty years, Lillian, his daughters Tara and Alexis, his son David, his mother Faye, his siblings Kim, Dawn, Kathy, Lori, Sherry and Stacy, and his stepmother Jackie. He is preceded in death by his daughter Candace, his father Larry, and his sister Wendy.

Keith's warmth, humility, and strong sense of morality have served as an inspiration to everyone lucky enough to have known him. He will be sorely missed.

Relatives and friends are invited to attend the Memorial Service at L. A. Muhleisen and Son Funeral Home, 2607 Williams Blvd., Kenner on Friday, November 14, 2025. Visitation will be begin at 5:00 pm with a Words of Remembrance Service to begin at 7:30 pm.

To share memories or condolences, please visit www.muhleisen.com



Rousse

Camille Joseph "CJ" Rousse, born on August 28, 1944, in Donaldsonville and raised in Luling, passed away on November 10, 2025, at his long-time home in Bayou Gauche with his family after a long battle with cancer. He was 81.

A 1962 graduate of Hahnville High School, CJ also attended classes at Delgado College and Nichols University. In his early career, CJ was a machinist by trade and a proud member of Millwrights Local # 1931. He served his country honorably in Vietnam as a medic in the United States Army from 1967 to 1969. He worked for Louisiana Power & Light and then Entergy, contributing to the installation of the nuclear power plant during start-up of Waterford 3. He worked at Waterford as an instructor for many years. Outside of his regular job, CJ worked hard to provide for his family, developing a subdivision in Bayou Gauche and starting several businesses, including a successful storage facility.

CJ loved classic cars and participated in Cruisin' the Coast for many years. He owned and restored dozens of vehicles from scooters to bulldozers. CJ was blessed with the ability to relax as hard as he worked and he enjoyed watching the Gulf of Mexico from his porch in Gulfport, MS, in his retirement.

CJ is survived by his loving wife of 51 years, Emma "Lady" Sellers Rousse (m. 1974), and son, Thomas "Tommy" Henry Rousse (b. 1987), as well as his sisters Marianne Rousse, Myrtis Brumfield, and Louise Zimmer, and brother Eugene Rousse, in addition to many nieces and nephews. He was preceded in death by his father, Henry Rousse, and mother, Rita Rousse (née Zeringue).

The service to honor the life of Camille Joseph Rousse will be held on Friday, November 14, 2025, at Falgout Funeral Home in Raceland, LA. Visitation begins at 9 am and the service at 11 am, followed by interment in the Mennonite Cemetery in Des Allemands and a gathering at his home in Bayou Gauche. Donations can be made in his honor to the American Legion Post 131.



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FOOD DRIVE from 1A

The donated food items will make up Thanksgiving Boxes for 333 families who signed up to receive a box and are existing clients of the food pantry. Ochsner Hospital donates fresh fruits and vegetables for the boxes.

Mary Anne Schindler, director of Matthew 25:35 Ministries, said the food pantry tries to fill the boxes with the ingredients for a complete Thanksgiving meal.

“This not only feeds the families but allows them to bring their families together to express gratitude like others in the community do,” Schindler said.

Schindler said more families are applying for the pantry’s assistance. Some of those new families are participants in the federal food assistance program known as SNAP, but Schindler said many SNAP recipients are already clients of the pantry.

The SNAP program was at the center of a debate when the government shutdown Sept. 30 and the Trump administration said it would not fully fund the program during a shutdown.

Schindler said the pantry also noticed more and more federal workers applying for assistance because the government shutdown dragged on for over 40 days.

“If all of a sudden you do not have income coming in, you may have to reach out for help,” she said. “As hard as that is any of us could find ourselves in the same place at any time. It does not matter what you have, if suddenly you do not have funds coming into the household, you do not have the money to let yourself relax and enjoy yourself.”

Schindler said families do not take pleasure in coming to food pantries.

“It takes courage and to be very humble to come ask for food,” she said. “We try to make the process filled with compassion and love. We are not to judge, we are to be the hand, feet and face of Jesus Christ. Volunteers come to the pantry for many reasons but what they leave with is more blessings than they can give to others.”

She said she wants residents to know that while the food pantry serves food to those who are food insecure, the pantry’s mission is building relationships with clients and volunteers.

“We become a ‘food pantry family,’” Schindler said. “It is such a blessing to be there for others and for them to be there for us. We host workshops and demonstrations for the community to



Food carts sit at the library. The donated food items will make up Thanksgiving Boxes for 333 families who signed up to receive a box and are existing clients of the food pantry.

help people grow so they can be more self-sufficient.”

She said the pantry is always in need of additional volunteers who can prepare food bags on Tuesday afternoons, distribute food on Wednesdays and arrange pick-ups from Winn Dixie Destrehan, Aldi’s Luling and Chick Fil A in Kenner.

The pantry also needs volunteers who can manage the pantry’s website and Facebook page, organize fundraisers, write newsletters and prepare grants – work that can be done at home. Residents interested in volunteering can find more information on Facebook or by emailing matthew2535.contact@gmail.com or calling 985-306-1067.

Schindler said it’s a blessing when families volunteer at the pantry.

“I learned about serving from my parents when I was very young,” she said. “I also find when children see the importance of helping others, they go home and end up getting their parents involved.”

Lauren Campo Pitz, assistant director of the library, said the library has worked with Matthew 25:35 Ministries on various projects since 2015.

“This partnership works because both of our organizations have a stake in the success of the residents of St. Charles Parish and are dedicated to improving the quality of life for everyone in the parish,” Pitz said.

Last year, the library collected over 600 individual items – or 370 pounds of food - for the Thanksgiving food drive.

“We hope this food drive helps ensure that more families in our community can enjoy a full Thanksgiving meal and feel cared for and supported,” Pitz said. “We also hope it strengthens community connections, raises awareness about local food insecurity and inspires people to give back throughout the year.”

Pitz said the need in the community is significant.

“Matthew 25:35 Ministries sees hundreds of families each month, and demand often spikes around the holidays,” Pitz said. “Even a small donation can make a real difference in helping a family have a complete meal.”

Pitz said the library staff sees the challenges people face, including food insecurity, and hear firsthand how important access to basic needs is.

“At the library, we interact with a wide

range of community members every day,” she said. “Hosting a food drive allows us to leverage our role as a trusted, accessible community space to support families in ways that go beyond books and programs.”

In partnership with Matthew 25:35 Ministries, the library offers small food bags year-round to help address food insecurity in the parish. The bags are freely available at each library branch, allowing those in need to take one without needing to ask. The bags are packaged by Matthew 25:35 Ministries volunteers whenever they have enough supplies.

From January through October of this year, the library distributed over 5,000 food bags.

“We want the library to be a place of support, where people can access basic necessities with dignity and ease,” Pitz said.

The food pantry is also accepting monetary donations. Checks can be made out to Matthew 25:35 Ministries and mailed to 14034 River Road, Destrehan, LA 70047.

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German Coast Farmers Market

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GONZO from 2A

three-to-four-month buildout of the space. The design will mimic the interior of the brewery with an open floor plan, stained concrete floors and exposed ceilings.

The hours at the new location will stay largely the same, but with one addition: BBQ Saturdays once a month.

“I’m excited for people to finally get a chance to try our BBQ if they couldn’t try it on a Friday for lunch,” Gonzalez said.

The restaurant’s hours are Thursdays and Fridays 11:30 p.m. to 3 p.m. or sellout. Thursdays include short cook items like brisket smash burgers, poboys, tacos and plate lunches. BBQ is served on Fridays.

“We will continue to keep our staff small and family oriented so we can continue to manage the consistency of our food and keep the menu fresh weekly,” Gonzalez said. “Our motto is quality over quantity!”

At first, Gonzalez wasn’t interested in moving. But after seeing the space and talking with family and staff, he



could see the potential.

“Being next to the brewery, more parking and closer to I-310 because we get a lot of customers that travel outside of the parish to come eat our BBQ,” he said.

Gonzalez said the parish has meant so much to him and his staff.

“We wouldn’t be where we are without the support,” he said. “It’s just so surreal to be a destination spot in the parish and having people come from all over not just in the surrounding communities, but from different states and countries to come to our parish and eat our BBQ. It’s pretty special.”



CRAB MAN from 2A

the crab dock. Curole dunks the crabs into cold, icy water and then sorts them by males and females, explaining the process to online viewers.

When he first started the social media pages, his dad wasn’t on board. But then the business started seeing more buyers and a lot of customers who had found The Crab Man on social media.

“Now my dad is telling me, ‘Boy, you better not stop!’” Curole said of the social media pages.

The social media pages are not only a place to share about the business. Curole also shares his faith, which became an important part of his life after he met his wife, Karlee, and their daughter was born. Curole and his wife are now expecting another daughter.

“After I had my little girl, everything changed,” Curole said. “I gave my life to the Lord. She’s my greatest achievement and the biggest blessing.”

Curole said his family buys wholesale crabs from boats coming in from Venice, Morgan City and throughout the Louisiana coast. The crabs are then sold locally or shipped to businesses on the East Coast.

The Thanksgiving giveaway will include four bottles of Curole’s new all-purpose seasoning called Dock Dust. Curole now sells the seasoning online and in various stores, including Frank’s Supermarket, River Road Market, Majoria’s Supermarket, and others.

“Four months ago, I made my seasoning,



A photo shows a day at the crab dock. K.W.K. Crabs in Des Allemands is giving away a turkey, ham and bottles of seasoning this month.

and it’s really been taking off,” Curole said. “You can fry with it, put it on beans, veggies, chicken, steak, even eggs in the morning.”

He also has a fish fry and a crab boil that will be on shelves soon.

He said the family business likes to give back to the community. For Halloween, K.W.K. Crabs awarded two boxes of crabs to the winner of a crab scavenger hunt.

“We’re always doing like giveaways and stuff for our community,” he said. “We like to support our community, because God willing, we are blessed with an awesome business, so we’re really hoping [the giveaways] touches somebody less fortunate.”

He said the people of St. Charles Parish likes to support local businesses.

“It’s been a blessing to be a part of it,” Curole said.

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SANTA from 4A

“It means the world to me. There’s no judgment, and you have peace of mind knowing he doesn’t have to miss out,” Frederick said.

The impact it’s had for her and her son is a reason why she wants to help the non-profit make the event even better for its visitors. Frederick has begun raising funds to purchase gifts for the children attending the event. She began a GoFundMe (titled Caring Strategies: Support their vital work) that garnered over \$1,300 in donations over its first eight days.

“(Caring Strategies) is a non-profit and they rely on donations, and my goal was to just make sure that every child that comes to the event would be able to walk away with a gift from Santa,” Frederick said.

As much as fundraising for that goal is important to her, she equally wants to simply spread awareness of the organization and the Sensory Santa event itself – if it’s made such a large difference for her family, she reasons, it could impact many others positively as well.

“Just to let people know that this exists, and is great for kids in our community,” said Frederick.

For more information on donating, volunteering or registering for the Santa event, email Caring Strategies at caring-strategies1@gmail.com or visit www.caringstrategies.net. The organization also runs a Facebook page, which helps to keep the community up to date on all events.



Top Jacquelyn Frederick and her son Sebastien. Above, some fun activities at Sensory Santa Christmas event.

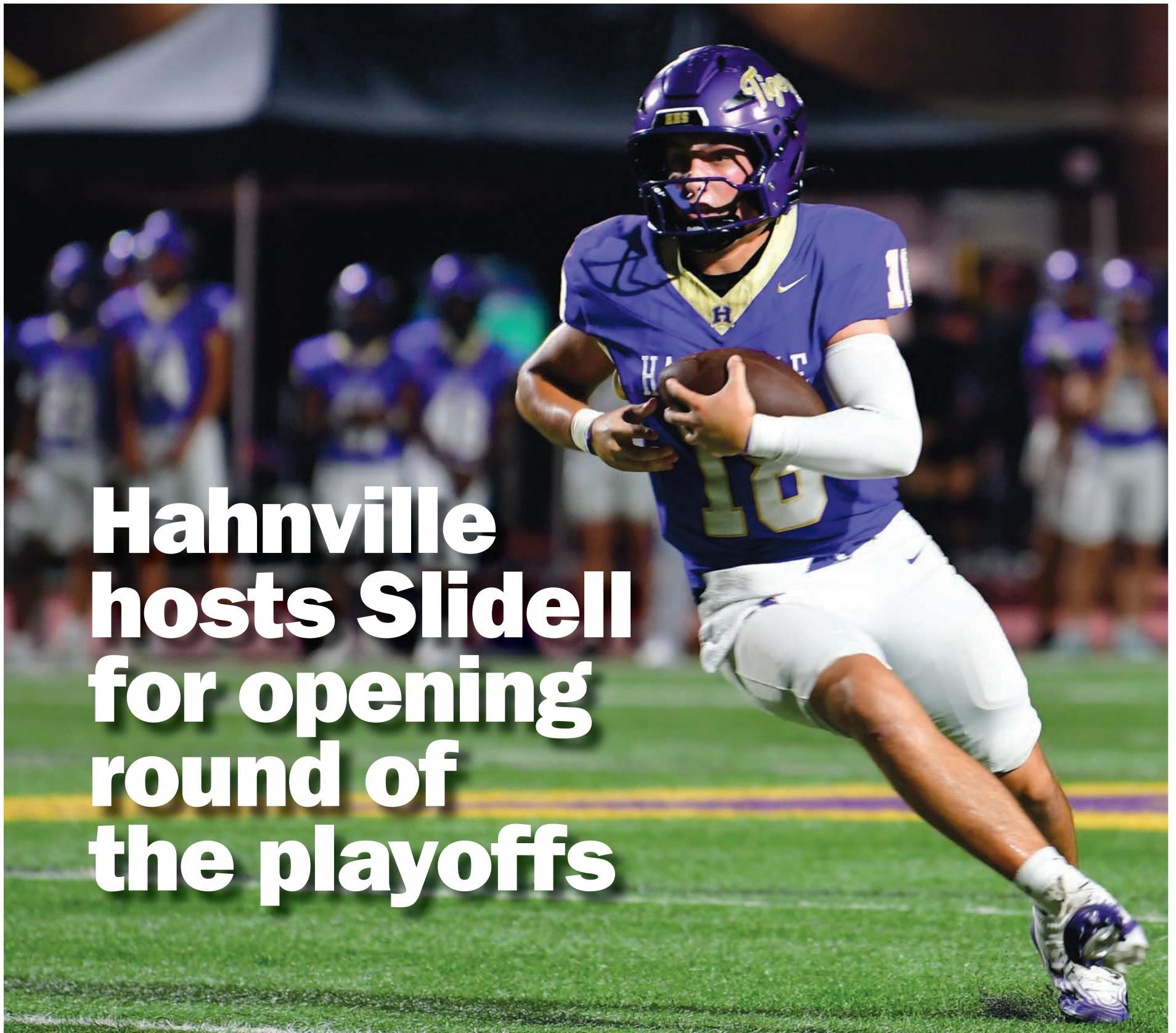


Photo by Ellis Alexander

Landen Teague of Hahnville

Hahnville hosts Slidell for opening round of the playoffs

HHS earns No. 11 seed in Division I non-select

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The postseason draw for Louisiana high school football teams was officially announced Sunday by the LHSAA, and for Hahnville that meant the 11th overall seed in Division I non-select.

It also means an opening round matchup with No. 22 Slidell, a talented team having a breakout season. Finally, it means Hahnville will be exactly where it wants to be when the playoffs kick off on Friday night – at home, where Tiger Stadium is sure to provide a next-level playoff atmosphere.

“We want it to be a place that’s intimidating to play,” said Hahnville head coach Greg Boyne. “And our crowd has been great. All year, there’s been that energy, and I think kids feed off that. So, that’s important and it’s why we thought it was important to get a home game.”

“But when you get into the playoffs, you have to be able to do both. You have to defend your home field, then you have to be able to travel. And I thought that was a big thing for us last week.”

Boyne was referencing Hahnville’s 28-21 victory at Lakeshore last week, a win Boyne said was perhaps as big as any the Tigers have earned since he took the program’s helm in 2024.

It represented a road trip on a short week – the teams played on Thursday – and it was fresh off of a 49-28 loss at home to Destrehan the prior Friday. Most of all, Lakeshore is ranked No. 2 in Division II non-select, a physical, punishing team that entered the game with

just one loss. Hahnville handed them their second, leading for most of the night.

“It’s an easy emotional letdown spot, a short week against a really quality team that had beat everybody pretty handily for the most part,” said Boyne. “It may have been our biggest win the last two years when you take all of that into account. And we needed it.”

Boyne said he felt the Tigers didn’t match Destrehan’s level of play the previous week and a repeat performance heading into the playoffs would have been far less than ideal.

“We kept it pretty simple with a short week, not a lot of new things or concepts on either side of the ball. I was extremely proud of the coaches and players on how we came out and played that game. It gives us a little momentum and a little confidence anytime you can win a game against a program like that.”

Hahnville knows its first round opponent well in one respect – Hahnville defensive coordinator Malter Scobel was Slidell’s head coach prior to his arrival at HHS in 2024 and coached current SHS players during his time there.

“Starting Saturday morning, a couple of our guys thought (Slidell) was who we were going to get,” Boyne said. “They’re similar to us, a good mix of run and pass, good on defense. They have a really good running back and a very athletic quarterback.”

Slidell went 2-8 last season in head coach Damon

Page’s first year with the team. A season later, SHS has improved to 6-4 – and that mark might undersell the team’s skill level, as two of Slidell’s four losses came without quarterback Ricky Williams, who was sidelined for those matchups.

“They have a ton of athletes,” said Boyne. “Offensively and probably athletically, they’re similar to Terrebonne, and defensively they’re similar to Thibodaux,” said Boyne. “(Running back Jakwan Jones) is very physical. They have a couple good, big receivers who are fast – I think they were either first or second in the state in the relays. They have good size. They’re pretty senior-heavy throughout the roster.”

Jones rushed for 235 yards and four touchdowns in Slidell’s final regular season game, a 42-3 win over Northshore.

Williams returned for that game after missing Weeks 8 and 9. He showed no rust, completing all six of his passes for 120 yards and two touchdowns.

Tight end Jeremiah Birdlow is a standout. The 6’4 tight end is a Louisiana-Lafayette commitment that Hahnville will have to have an answer for. Carlos Fleming Jr. gives the Tigers a major vertical threat.

Defensively, Boyne noted Slidell is big and strong along the line.

“A couple of those guys are power lifters. (Elijah

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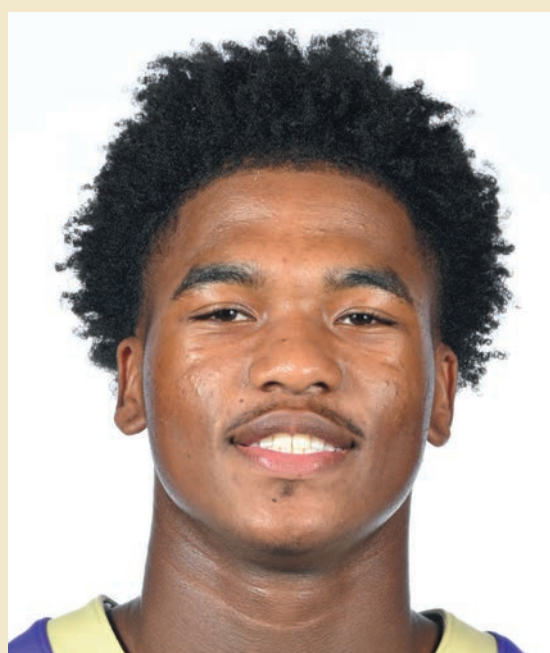
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OFFENSE

Fabian Celestine
Running back

Celestine carried 17 times for 106 yards and two touchdowns and caught a pass for 24 yards in his team's 28-21 victory over Lakeshore Friday night, helping to set a physical tone in the win.



DEFENSE

Avery Benoit
Defensive back

Benoit came up big for his team in limited snaps on Friday, making four tackles - including one for loss - in Hahnville's 28-21 win at Lakeshore on Friday night. The junior did not start but made an impact as soon as called upon.



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Destrehan WILDCATS PLAYERS OF THE WEEK






OFFENSE

Jabari Mack
Wide receiver

Mack was all over making plays on Friday. He caught six passes for 128 yards and rushed nine times for 41 yards and a touchdown as Destrehan rolled past Thibodaux 49-26.



DEFENSE

Blain Picou
Linebacker

Picou made 11 tackles, broke up a pass, recorded a quarterback hurry and made two tackles for loss as Destrehan sealed an unbeaten record in District 8-5A with a win over Thibodaux Friday.



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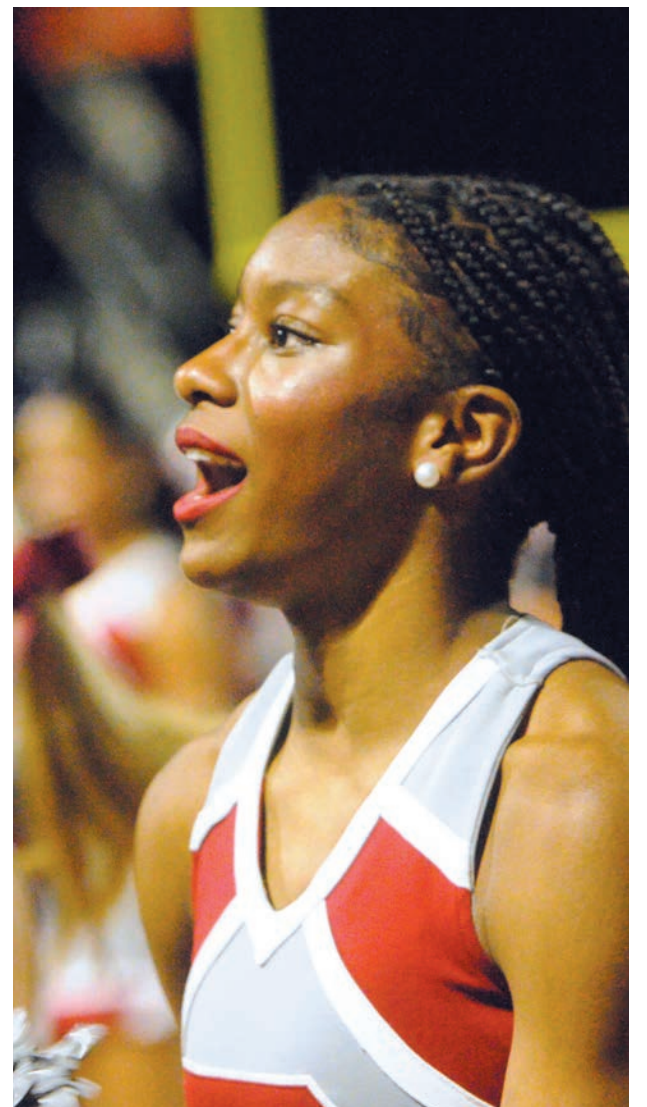
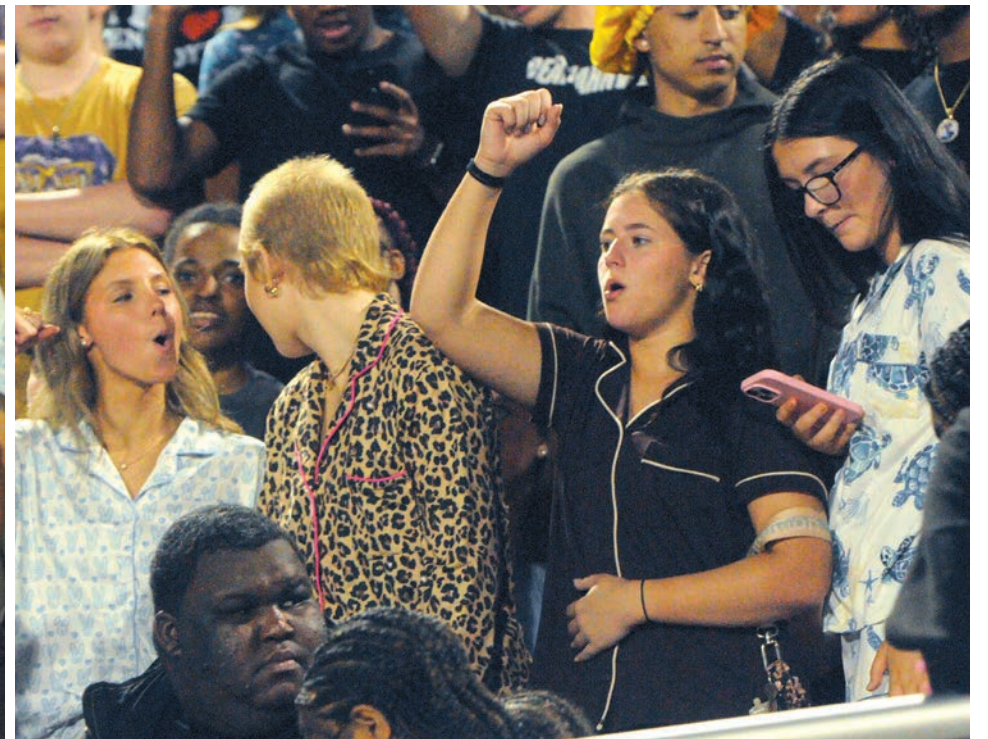
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Wildcats defeat Thibodaux to seal district championship



Photo by Elaine Fitzgerald

Destrehan captures third seed, bye for postseason

Ryan Arena Editor
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It's a deserved week off for Destrehan, which officially learned it earned an opening round bye in the Division I non-select playoffs on Sunday.

Destrehan is the No. 3 overall seed - the top 4 earned byes - and will not kick off its postseason until next week, when it will host the winner of No. 14 Ouachita Parish and No. 19 St. Amant.

Were Ouachita Parish to win, it would set up a rematch of last year's opening round with Destrehan. The Wildcats won that one 30-12.

One interesting tidbit for this year's bracket: if Destrehan and No. 11 seed Hahnville were to each advance to the state quarterfinals, the teams would

face off in a rematch of the Battle on the River.

With just one game left between Destrehan and an unbeaten district record - and undisputed district championship - the Wildcats weren't about to be stopped Friday night.

Destrehan sealed the deal in District 8-5A with a 49-26 victory over visiting Thibodaux in a game DHS (8-2, 6-0) controlled for the majority of the night.

"It means everything," said Destrehan's Jabari Mack, who scored a touchdown and was busy in both the rushing and receiving game in the win. "I've been here at Destrehan for four years, and I've seen my 2026 guys work every day, in and out,

and I'm just proud of those guys."

With their second win over an eight-win team in as many weeks, Destrehan is in line for a potential bye week in round one of the playoffs. The Wildcats unofficially entered the night ranked fifth in Division I non-select power points. The top four teams will receive a bye.

"Whatever's in front of us, we know we've got to dominate and we've got to win," said Mack, an LSU committed wide receiver. That's the mentality. That's Destrehan."

Destrehan head coach Marcus Scott - whose Wildcats have lost just one district game throughout his six-season tenure as head coach - said the team put a high priority on starting fast in this one.

"That is a very good, much improved Thibodaux team, and we had to make a few more plays in the second half," Scott said. "I wasn't happy with the amount of penalties we had, especially for this time of year, but we did some good things on both sides of the ball and we were able to control the game through our offense."

"Week-to-week, you never know who's going to have to step up and take control of the game, whether it be offense, defense or special teams. It's a team effort and the kids got the job done."

Had Thibodaux won, it would have forced a tie atop the District 8-5A standings with Destrehan, as THS (8-2, 4-2) entered with just one district loss.

Head coach Lowell Narcisse's Tigers struck first in this one, driving down the field and scoring on Damien Robinson's

2-yard touchdown pass to Khyren Folse, giving THS a 6-0 lead.

Destrehan reached into its bags of tricks to answer. Jackson Fields pitched it behind the line to running back Malachi Dabney, who threw a long ball to Jaylan Ash for 64 yards down to the 11-yard line. That set up Damien Richard on a sweep for a touchdown run that made it a 7-6 Destrehan lead.

With 11:31 left in the second quarter, Dabney scored on a Wildcat QB run to make it 14-6, on a drive Jabari Mack was quite busy on, making several gains to set up the score.

After another Destrehan defensive stop, Fields connected with Ash on a redzone fade route for a score that gave the Wildcats a 21-6 advantage.

The Wildcats made a big defensive stop on a fourth down play in Thibodaux territory, giving the ball back to its offense on a short field.

Then it was Fields finding Dabney on a short pass for a score that made it 28-6 with 3:33 left in the first half.

Destrehan was in full control, but a defensive play got Thibodaux back in it. THS defensive back Amod Randolph jumped a sideline route and returned it for six, pushing Thibodaux back within two scores. A two-point pass from Robinson to Cohen Aucoin made it 28-14, which remained the score at the half.

The Wildcats shook it off and marched down the field to begin the second half. Mack hauled in a pass from Fields to help set up Mack's own Wildcat QB



Photo by Elaine Fitzgerald

Khylan Rousseau of Destrehan tackles a Thibodaux ballcarrier.

NOLA pro teams lacking in results - but there are building blocks

Ryan Arena Editor
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When it comes to wins and losses, there hasn't been much to cheer for fans of New Orleans pro sports.

The Saints and Pelicans have a combined four wins between them as of Wednesday afternoon, though the former did score an upset victory at a Carolina team that was trending into contention for the NFC South championship.

For the Saints, this season was somewhat expected – after major changes at the coaching and quarterback levels, it was seen as a rebuilding year. The Pelicans, of course, are another matter entirely. Regardless of fan expectation, the organization pushed its chips in on the 2025-26 campaign the moment it traded its 2026 first round selection on NBA Draft night to select Derik Queen.

Funny enough, Queen is one of the inspirations for today's column. There are bright spots – even some hope – in a pro sports year that seems to be quite lost.

We can start with the Pelicans, who are 2-8 and missing its two highest paid players in Zion Williamson and Jordan Poole as of this writing. Rumors on the fate of head coach Willie Green have been constant for the past two weeks. The Pelicans have multiple losses by 30 points or more this season, and Monday's loss to Phoenix was trending in that direction before a late push.

I won't sugarcoat it. I think the team's process and asset management has been nothing short of hideous. That first rounder it traded away not only protected them against a complete failure, but also denied them a potential swap with Milwaukee (though that part of it appears to be a non-issue at this time).

Another trade on the finals days of last season saw New Orleans send Indiana its own 2026 draft pick back for their pick in this past draft. One day later, Pacers guard Tyrese Haliburton was lost to a



Ryan Arena

torn Achilles tendon. This was an unfortunate break – more for Indiana than the Pelicans – but not an unforeseeable one, as Haliburton was playing through an injured calf, and the risk was understood. Since then, Indiana has bottomed out and lost several key pieces of its rotation to injury. They are one of the few teams behind the Pelicans in the league standings at 1-10.

Yes ... yes, I did say this would be the positivity column. We're getting there.

Despite all of that, I will credit the Pelicans in this respect: the draft picks the team made look extremely promising. You can disagree with the trade, and I do, but the Queen selection was exciting, and the team's pick of Jeremiah Fears a few picks before that looks equally inspired.

Queen is just a fun player archetype. He looks like a big kid out there (and he is just 20 years old), in a good way. He's clearly got a good feel for passing, both in terms of touch and vision. He's got some nifty offensive moves – his spin move and slam last week was shared all over Twitter (yes, I still call it that). And he's super personable and quotable. A fan-favorite already.

Fears, meanwhile, took over in his very first game of the season, and the tools with him are clear to see as well. New Orleans lost that one, but he kept the Pelicans in it when Memphis was surging. I think that would have been a lopsided loss had he not provided a spark. He can get to the basket and could be a true lead guard, something the team's needed here.

Troy Weaver, Pelicans VP and the leader of the team's draft and scouting process, has had a checkered history when it comes to building rosters that



Tyler Shough of the New Orleans Saints

fit together. But again, credit to him on something – he's shown he has an eye for young talent. Both Detroit and Washington selected several young players under his watch that look to be hits.

The Saints, meanwhile, have not been very good. Despite the lack of results in the win column, though, it's a likeable group.

Maybe that comes down to the lack of expectations entering the season, but I've never doubted this team plays hard. Kellen Moore had an ambitious vision for the Saints when he took over as head coach – to be the Indiana Pacers of football, pushing tempo and forcing opponents into a flow they're uncomfortable

with. Perhaps the lumps this season will serve that goal next season.

Tyler Shough is 1-1 as a starter, and the results have been mixed as one would expect from a rookie. He's an older draft pick, and was an odd archetype to go where he did in the draft. But like Queen, like Fears, one can see the tools on display when he's out there. He has a cannon arm and he's mobile. It takes far more to be a successful quarterback, but at least for now, he's got some raw skills we can dream on.

There's a lot to be unhappy with on Airline Drive. But the cupboard, at the very least, is not bare.

TIGERS from 9A

Cross) is a big, tall end. (Birdlow) will play some defense as well," said Boyne. "So will (Flemings). Their cornerbacks are 6'0 and 6'1, so both are capable of a ton of coverages. It'll probably be the most variety of coverages we have seen so far this year. They do everything from man to different zones, matchup zones, you name it."

WELL-DESERVED PROPPS – Hahnville H-back Michael Propps "isn't lacking in confidence, for sure," Boyne said.

"He's told me since our first day to get him the ball," Boyne said. His confidence seems justified. Propps made an impact again Friday night, pulling in a 42-yard reception against Lakeshore. A week earlier, he caught a touchdown pass against Destrehan. A week before that, it was a scoring catch against East St. John.

"He's done a great job this entire year and even last year when he got to play,

of being the fullback and blocking. So a lot of times I'll try to reward those guys with a catch here and there. But as we've done that with him, he's kind of become an integral part of what we're doing," Boyne said. "Coach (Steve) Robicheaux used to always say that the two least covered people in high school are the fullback and the tight end. And (Propps) has good hands."

The revelation, however, has been what Propps has been able to do after the catch.

"He's really shown he knows what to do with it once he's caught it. We've always kind of known he can catch the little three or four yard out. But as we've expanded his route tree, he's shown that once he has the ball – I mean, last week it was an impressive run. It was about an 8-yard route and he turned it into a 40-yard touchdown. Credit to him – as we're going to go along, I think he's going to be a big part of what we're doing."

WILDCATS from 14A

touchdown run, making it 35-14.

Thibodaux answered on a Robinson to Vondarius Brown touchdown pass, making it 35-20 after a two-point conversion attempt was no good.

But the Tigers couldn't get the stop they needed.

Destrehan punched it in on a Dabney 2-yard run on its ensuing drive late in the third quarter to make it 42-20.

Thibodaux answered again – but Destrehan made the Tigers work for this score, and the drive chewed up a lot of time. On a 4th and goal from the 2, Robinson handed it to Brown on an apparent sweep, but Brown turned and fired back to Robinson, who leaked out into the endzone for a score to make it 42-26. The conversion attempt was no good.

The Tigers couldn't get closer. An onside kick attempt was recovered by Destrehan, which began chewing

up clock with the run. An errant snap on a field goal left DHS to turn it over on downs, but the Wildcat defense stopped Thibodaux on 4th and 15 on the ensuing drive to cement the victory. DHS capped on a final touchdown via a Richard scoring run.

Thibodaux rusher Cemiyán Adams has had several big games this season, but Destrehan's defense was able to keep him – or the Tiger offense in general – from generating many explosive plays.

"Their skill guys are a handful. (Adams) runs hard and breaks a bunch of tackles," said Scott. "They were a challenge, but our guys were able to get it done."

"We kind of got going after our loss to (Alexandria). It's a credit to our assistant coaches and our players that we've been able to finish the regular season strong."

Ballet Images prepares 'The Nutcracker,' tickets go on sale

Meghan McCune Reporter
meghanm@heraldguide.com

Ballet Images will present "The Nutcracker" at the Lafon Performing Arts Center in Luling Dec.13-14. Tickets are \$35. Full performances of the ballet are Saturday, Dec. 13 at 7 p.m. and Sunday, Dec. 14 at 3 p.m.

A shorter Sugarplum Party performance for young children and families is Dec. 13 at 11 a.m. After the show, audience members are invited on stage to meet the cast, ask questions and take photos.

The past year has been one of many changes for Ballet Images, formerly River Region Ballet. The organization not only changed its name but moved into a new studio. It also formed a new board of directors to ensure the studio thrives as a community-based nonprofit, said Katelyn Fitts, artistic director of Ballet Images.

After a year of changes, this season of "The Nutcracker" feels extra meaningful, Fitts said.

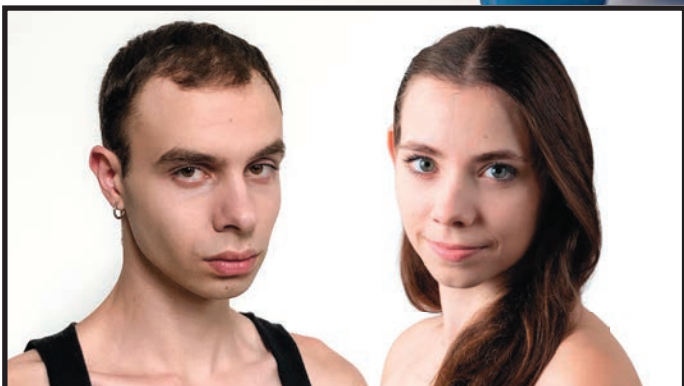
"It represents growth, resilience and community," she said. "Performing 'The Nutcracker' this year feels like a celebration of how far we've come and how much love and dedication continue to fuel this program."

This year's production will include new choreography, updated costuming and some surprises within the party and battle scenes.

"I think audiences will especially love the energy and storytelling this year — it truly captures the spirit of the holidays," Fitts said.

Hahnville High School student Jolie Swint will take the stage as the main character of the ballet, Clara. Swint has

NUTCRACKER to 18A



Professional guest artists Andrew Stiller (left) and Sara Radka (right) pose for photographs. They will perform in Ballet Images' 'The Nutcracker' in December.

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Amelia Grace at the Kids' Castle in Lakeside Mall.



Terrence Jr's big catch.



Rosie having fun at the barbecue cook off.



Daddy and Ellie.



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Eleanor Renee.



Emily Allo is proud of her Christmas tree.



Kim's hike through Clark Creek.



Elijah at his last soccer game.



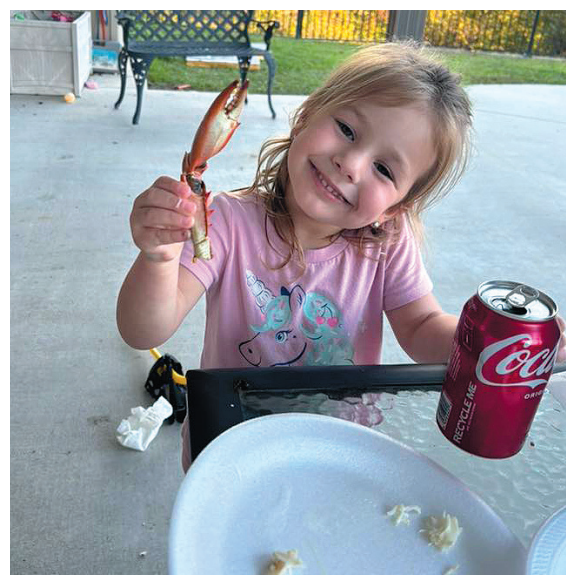
Beau shows off his ring after the 7_8 football championship.



Rita Foret loves her Elvis Presley teddy bear.



Colten James.



Emersyn loves boiled crabs.

St. Charles Art Guild of St. Charles Parish Artist of the Month November 2025

First Place
Ann Clement
Fall Still Life
Watercolor

Second Place No. 1
Alice Gore
Wounded Beauty
Photo

Second Place No. 2
Deb Carrao
Shadow
Mied Media

Second Place No 3
Carolyn Clausing
No you my not have a feather
Pencil Colors

Third Place
Gerry Gieseler
Oroses
Watercolor

All Artwork can be viewed at the St. Charles Parish East Regional Library, 160 W. Campus Drive, Destrehan, LA 70047 the month of November.



NUTCRACKER from 16A

been dancing for 10 years and has spent nine of those performing in “The Nutcracker.” She has performed in many roles in the ballet, including Mouse, Mouse Lieutenant, Soldier, Party Girl, Snow Corps, Tea Duchess, Ginger Child, Harlequin Doll and Waltz Corps.

“Seeing Jolie step into the role of Clara is incredibly meaningful,” Fitts said. “She’s grown up through this production, showing dedication, discipline and heart every step of the way. Watching her take on this lead role is a full-circle moment — the kind of milestone that reminds us why we do what we do: to nurture dancers not just in technique, but in confidence, grace and character.”

Swint said her role as Clara is an amazing opportunity.

“What I most enjoy about dancing is being able to tell a story to the audience and inspire them to do new things,” Swint said.

Swint is a cheerleader, a competition dancer and a part of the HHS theatre program. Her goal is to one day be a Dallas Cowboys cheerleader.

Fitts said she hopes that every performance in the ballet sparks wonder and excitement and renews a timeless holiday joy.

“The Nutcracker’ is so much more than a performance,” she said. “It’s a tradition that has

carried on for more than 30 years, connecting generations through dance and storytelling. It’s a gift we want to keep passing on for generations to come.”

She said Ballet Images is grateful for the continued support from the community, families and sponsors who make “The Nutcracker” possible year after year.

“Whether you’re joining us for the first time or have been part of this tradition for decades, we hope this production fills your heart with holiday spirit and reminds you of the magic that happens when art and community come together,” she said.

Fitts said that community involvement has always been at the heart of what the studio does, but this year the studio made it a priority to expand that involvement. The studio has participated in meet-and-greets, the Norco parade, multiple library shows and nursing home visits, and it has offered low-cost community classes and events.

“These experiences allow our dancers to share their love of ballet with a wider audience, while building connections that bring joy and creativity to every corner of our community,” Fitts said. “It’s about using dance to uplift, inspire and remind people that the arts are for everyone.”

Tickets are available at www.lafonartscenter.org.



Hahnville High School student Jolie Swint poses for a photograph as Clara in ‘The Nutcracker.’ Swint will perform the role in December at the Lafon Performing Arts Center.

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Mike Dunn

Employment



ST. CHARLES PARISH PUBLIC SCHOOLS

Now accepting applications for position of:
LUNCH MONITOR

Hahnville High School

POSITION WILL REMAIN OPEN UNTIL FILLED

View position notice on the school district's website:
www.WeAreSCPPS.org or call (985) 785-3110

Effective 2025-2026 School Year

Employment



ST. CHARLES PARISH PUBLIC SCHOOLS

Now accepting applications for position of:
LUNCH MONITOR

R.J. Vial Elementary School

POSITION WILL REMAIN OPEN UNTIL FILLED

View position notice on the school district's website:
www.WeAreSCPPS.org or call (985) 785-3110

Effective 2025-2026 School Year

Employment



ST. CHARLES PARISH PUBLIC SCHOOLS

Now accepting applications for position of:
SPECIAL EDUCATION PARA-EDUCATOR

Luling Elementary School

Initial Deadline Nov. 14, 2025 @ NOON

Position will remain open until filled

View position notice on the school district's website:
www.WeAreSCPPS.org or call (985) 785-3110

2025-2026 School Year

Employment



ST. CHARLES PARISH PUBLIC SCHOOLS

Now accepting applications for position of:
SPECIAL EDUCATION PARA-EDUCATOR

Ethel Schoeffner Elementary School

Application Deadline: Nov. 14 @ Noon

Position will remain open until filled

View position notice on the school district's website:
www.WeAreSCPPS.org or call (985) 785-3110

Effective 2025-2026 School Year

Employment



ST. CHARLES PARISH PUBLIC SCHOOLS

Now accepting applications for position of:
LUNCH MONITOR

Luling Elementary School

Application Deadline: Open until filled

View position notice on the school district's website:
www.WeAreSCPPS.org or call (985) 785-3110

Effective 2025-2026 School Year

For Sale

ADORABLE CHOCOLATE MINI DACHSHUNDS (8 WEEKS OLD) vet checked, shots, and wormed. Ready to go to their new home. For more information: 985-722-0153 or wendypetit333@gmail.com.

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Prayers

Prayers

Cup Runs Over

The love of God & for the children of men He created is so great in my heart & soul, that my cup runs over as the "Psalms" states. The love God gave me for Him & all of His children He created is in my heart & soul as long as God gives me to live. Thanks, be unto God for His love & for giving me the love He put in my heart for everyone. The love I have for God is my life. I would be lost without Him. I want to witness for Him & tell everyone of His great Love. O, that the children of men would all serve the Lord! We will all meet in Heaven if we all follow our Lord.

Amen

Edna Matherne

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ST. CHARLES PARISH PUBLIC NOTICES



Matthew Jewell
Parish President
985-783-5000

president@stcharlesgov.net



La Sandra D. Wilson
Councilwoman, District I
985-240-0213

lgordon@stcharlesgov.net



Heather Skiba
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hskiba@stcharlesgov.net



Walter Pilié
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wpilié@stcharlesgov.net



Willie Comardelle
Councilman, District IV
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Michelle O'Daniels
Councilwoman, District V
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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

PUBLIC NOTICE

ST. CHARLES PARISH

Request for Qualifications

for

Professional Services

St. Charles Parish is seeking statements of qualification for Professional Services associated with the St. Charles Parish Safe Streets and Roads for All Action Plan, a project funded through the U.S. Department of Transportation's Federal Highway Administration Office of Safety. Interested parties are invited to secure a Request for Qualifications package from Stacy Dugas by e-mailing a request to sdugas@stcharlesgov.net. Be sure to reference the project name in the email request.

Submittals must be received by the St. Charles Parish Purchasing Office at P.O. Box 302, Hahnville, LA 70057 or 15045 River Road 3rd Floor, Hahnville, LA 70057, no later than 10:00 a.m., local time on Thursday, December 4, 2025. Any submittal received later than the specified time and date will NOT be accepted or considered.

No facsimile, email, or telephone submittals will be accepted. Submittals MUST be sealed and clearly labeled: RFQ – St. Charles Parish Safe Streets and Roads for All Action Plan on the outside of the envelope/package, as well as the firm's name, address, and license number (if applicable).

The procedures for the selection of this firm will be in accordance with the procurement requirements of the United States Department of Transportation, the State of Louisiana, and St. Charles Parish. All submittals received will be evaluated in accordance with the selection criteria and corresponding point system, which is identified in the Request for Qualifications package. The package also identifies the scope of services to be performed by the selected firm.

The St. Charles Parish Government is an Equal Opportunity Employer. We encourage all small and minority-owned firms and women's business enterprises to apply.

Persons requiring reasonable accommodation to respond to this solicitation are requested to contact Carla Chiasson at cchiasson@stcharlesgov.net to discuss their particular needs.

Advertisement Sources and Dates:

St. Charles Parish Herald Guide
The Advocate
Central Bidding (no submissions are allowed on Central Bidding)

Thursday, October 30, 2025
Thursday, November 6, 2025
Thursday, November 13, 2025

Public Notice

SECTION 00010

ADVERTISEMENT FOR BIDS

The Parish of St. Charles, hereby advertises bids for construction of EADCC SAND VOLLEYBALL COURTS as follows:

Owner: St. Charles Parish

Project Title: EADCC SAND VOLLEYBALL COURTS

Project No.: PRSV2025

Bid No. 1033

Principal Work Location: Judge Edward Dufresne Community Center

Description of Basic Work: Construction of four beach volleyball courts at the Judge Edward Dufresne Community Center

Bids: Separate sealed Bids will be received by the ST. CHARLES PARISH COUNCIL RECORDS OFFICE, Parish of St. Charles, 15045 River Road, Courthouse 3rd Floor, Hahnville, Louisiana, 70057, either by registered or certified mail with return receipt requested, or hand delivered, or electronically submitted at www.centralbidding.com, no later than 2:00 p.m. local time on January 8, 2026. Promptly thereafter, the bids will be publicly opened and read aloud in the Council Chambers of the St. Charles Parish Court House. The Owner reserves the right to reject any and all Bids in accordance with the Public Bid Law, and to disregard all nonconforming, nonresponsive, unbalanced or conditional Bids.

Bidding Documents: The Bidding Documents (Contract Documents, Specifications and Drawings) are available to Contractors who are properly licensed in Louisiana or to bona fide suppliers of materials and equipment for purchase and/or review at the office of the Architect for the contract, Murray Architects, Inc., 13760 River Road, Destrehan, LA 70047.

A payment of \$ 50.00 in cash or check payable to the Architect will be required for each complete set of the Bidding Documents. This payment is refundable as provided in the La.R.S.38:2212(D).

Pre-Bid Conference: A Pre-Bid Conference to discuss the scope of the project and the requirements of the Bidding and Contract Documents will be held on December 16, 2025 at 10:00 a.m. the St. Charles Parish Department of Parks and Recreation, 274 Judge Edward Dufresne Parkway, Luling, LA 70070. Attendance of the Pre-Bid Conference is Non-Mandatory.

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

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

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

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

St. Charles Parish Council
Matthew Jewell, Parish President

Advertisement Source and Dates:

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

Thursday, November 13, 2025
Thursday, November 20, 2025
Thursday, November 27, 2025

Public Notice

ST. CHARLES PARISH ZONING BOARD OF ADJUSTMENT

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

2025-40-ZBA requested by Anna Vieages to reduce the minimum building elevation from 6ft. NAVD88 to 4ft NAVD88 for an accessory structure, 101 Zachary Drive, Boutte, Zoning District R-1A. Council District 4.

2025-41-ZBA requested by Keith Pollet to reduce the minimum building elevation from 7ft. NAVD88 to 12 in. above the centerline of the street for a single-family residence, 140 Michael Drive, Des Allemands, Zoning District R-1A. Council District 4.

2025-42-ZBA requested by Ray Vanacor to reduce the minimum building elevation from 6ft. NAVD88 to 12 in. above the centerline of the street for a single-family residence, 17065 Old Spanish Trail, Des Allemands, Zoning District R-1A(M). Council District 4.

2025-43-ZBA requested by Randy Gaspard for CIG, LLC to waive the required buffer fence, 559 Judge Edward Dufresne Parkway, Luling. Zoning District M-1. Council District 1.

ALTERNATE DATE: None
PUBLISH 11/6, 11/13, 11/20

Public Notice

ORDINANCES AND RESOLUTIONS INTRODUCED FOR PUBLIC HEARING BY THE ST. CHARLES PARISH COUNCIL, ON MONDAY, NOVEMBER 17, 2025, 6:00 P.M., COUNCIL CHAMBERS, PARISH COURTHOUSE, 15045 RIVER ROAD, HAHNVILLE:

2025-0336 (11/3/25, Jewell, Bond Counsel)

An ordinance authorizing the issuance by the Parish of St. Charles, State of Louisiana of its Limited Tax Bond (ARC) in an amount not to exceed Four Million Dollars (\$4,000,000) and providing for other matters in connection therewith.

2025-0338 (11/3/25, Jewell, G. Gorden)

An ordinance approving and authorizing the execution of a Professional Services Agreement with Professional Engineering Consultants Corporation, to perform engineering services for the St. Charles Parish West Bank B Plant Clarifier Upgrade (Project No. WWKS 117), in the amount of \$123,256.00.

2025-0339 (11/3/25, Jewell, M. Bingham)

An ordinance approving and authorizing the execution of Change Order No. 1 for the Montz Pump Station No. 1 (Project No. P210301), to increase the contract amount by \$111,702.07.

2025-0340 (11/3/25, Jewell, M. Albert)

An ordinance approving and authorizing the execution of an Act of Dedication for Ashton Plantation Phase 2-B Addendum No. 1, Luling.

PUBLISH: November 6, 13, 2025

Public Notice



Advertisement for Request for Qualifications

Interested vendors are invited to submit proposals to St. Charles Parish Public Schools ("SCPPS") electronically via the Central Auction House website located at the "Online Bids & RFPs" link under the Resources tab at the SCPPS website WeAreSCPPS.org.

All proposals will be accepted until 12:00 p.m. local time (Central Standard/Daylight Savings Time) on Monday, December 1, 2025. All proposals received will be taken under advisement as submitted by the assigned date and time at SCPPS. All requirements must be addressed in your proposal. Non-responsive proposals will not be considered. Failure to follow these instructions could result in disqualification of the proposal. SCPPS reserves the right to reject any and all proposals.

Proposals are hereby requested for the following:

Lobbying Services

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

Thursday, November 6, 2025
Thursday, November 13, 2025
Thursday, November 20, 2025
Thursday, November 27, 2025

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

Public Notice

We are applying to the Commissioner of Alcohol and Tobacco Control of the State of Louisiana for a permit to sell beverages of Low and High alcoholic content at retail in the Parish of St. Charles at the following address:

LA MARKET LLC
17178 USHWY 90
DES ALLEMANDS, LA 70030
MEMBERS: EMAD HAMMAD,
ABDALLAH EWEIS, MOHAMED MUSIA

PUBLISH: November 6 & 13, 2025

Public Notice

Anyone knowing the whereabouts of the GEORGE BUCHER, JR., please contact Attorney Caitlyn Mayer at (504) 468-1100 or email caitlyn@bohannanlaw.com.

Publish: November 6, & 13 2025

Public Notice



I, David J. Hunter, Jr, have been convicted of **Forcible Rape**. Date of Conviction: 08/20/2018. My address is: 5 Maple LN, Saint Rose, LA 70087

RACE: White
SEX: Male
DOB:10/13/1996
HGT: 6'0"
WGT: 170
HAIR COLOR: Black
EYE COLOR: Brown

PUBLISH: November 6 & 13, 2025

LEGALS from 20A

Sheriff's Sale

SHERIFF'S SALE
SHERIFF'S OFFICE
Suit No: (45) 95633-E
Date: Tuesday, September 09,
2025
LOUISIANA FEDERAL CREDIT
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-I of SQUARE "A", which is bounded by Ormond Village Drive, Live Oak Drive, River Point Drive and River Road. LOT A-I 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



Advertisement for Request for Proposals

Interested vendors are invited to submit proposals to St. Charles Parish Public Schools ("SCPPS") electronically via the Central Auction House website located at the "Online Bids & RFPs" link under the Resources tab at the SCPPS website <https://www.wearescpps.org/>. Questions should be submitted electronically via the online site no later than **Friday, November 14, 2025**. Vendors are responsible for checking the website above periodically for any updates or revisions to the Request for Proposals ("RFP").

All proposals will be accepted until **3:00 PM** local time (Central Standard/Daylight Savings Time) on **Friday, December 12, 2025**. All proposals received will be taken under advisement as submitted by the assigned date and time at SCPPS. All requirements must be addressed in your proposal. Non-responsive proposals will not be considered. Failure to follow these instructions could result in disqualification of the proposal. SCPPS reserves the right to reject any and all proposals.

Proposals are hereby requested for the following area:

**Internal Connections:
Network Infrastructure Upgrades - Cabling**

Advertising dates in the *Herald-Guide*, the official journal of SCPPS, shall be:

**Thursday, November 6, 2025
Thursday, November 13, 2025
Thursday, November 20, 2025**

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

Public Notice



ADVERTISEMENT FOR BIDS

A. PROJECT IDENTIFICATION

Sealed bids are requested by St. Charles Parish School Board from general contractors for construction of:

**ST. CHARLES PARISH SCHOOL BOARD
ELEMENTARY SCHOOLS AUXILIARY GYMS
(Includes Restrooms, Water Stations and Storage)**

Bids will be received at the **St. Charles Parish School Board**, Physical Plant Services, 13855 River Road, Luling, Louisiana 70070 at **2:00 P.M., LOCAL TIME, DECEMBER 4, 2025**, at which time the bids will be publicly opened and read aloud in the St. Charles Parish School Board Room.

B. BID DOCUMENTS AND DEPOSITS

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

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

Bidding documents are also available at www.wearescpps.org under "Resources," select "Online Bids, RFP's, etc."

All other questions regarding the scope of work of the project should be directed to the Project Architect in writing via email only: tabb@murrayarchitects.net.

C. BID SECURITY AND PERFORMANCE AND PAYMENTS BONDS

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

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

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

D. REJECTION OF BIDS

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

E. PRE-BID CONFERENCE

A **PRE-BID CONFERENCE** will be held at the **St. Charles Parish School Board Room**, 13855 River Road, Luling, LA on **NOVEMBER 20, 2025, at 10:00 AM**. Attendance at this pre-bid conference is **Mandatory**.

F. ADVERTISEMENT DATES

LEGAL AD TO RUN:
October 30, 2025
November 6, 2025
November 13, 2025

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

Public Notice

ORDINANCES AND RESOLUTION ADOPTED AT THE MEETING OF OCTOBER 20, 2025, COURTHOUSE, HAHNVILLE, HAVE BEEN PUBLISHED AS AN OFFICIAL EXTRACT OF THE MINUTES IN A PREVIOUS EDITION OF THE OFFICIAL JOURNAL.



St. Charles Parish

Meeting Minutes

Parish Council

Final

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

Monday, October 20, 2025 6:00 PM Council Chambers, Courthouse

ATTENDANCE

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

Also Present

Parish President Matthew Jewell, Legal Services Director Corey Oubre, Deputy Chief Administrative Officer Samantha de Castro, Finance Director Grant Dussom, Public Works Director Miles Bingham, Wastewater Director David deGeneres, Planning & Zoning Director Michael Albert, Grants Officer Carla Chiasson, Economic Development & Tourism Director Patrick Beard, Parks and Recreation Director Duane Foret, Michelle Impastato, Council Secretary

CALL TO ORDER

Chairman Fonseca made statement.

PRAYER / PLEDGE

Prayer and Pledge were led by Councilwoman Heather Skiba (Councilwoman District II)

APPROVAL OF MINUTES

A motion was made by Councilmember Fisher, seconded by Councilmember deBruier, to approve the minutes from the regular meeting of October 6, 2025. The motion carried by the following vote:

Yea: 8 - Mobley, Fonseca, Wilson, Skiba, Pilié, O'Daniels, Fisher and deBruier

Nay: 0

Absent: 1 - Comardelle

SPECIAL BUSINESS (PROCLAMATIONS, CANVASS RETURNS, ETC.)

2025-0311

Proclamation: "Arc Fall Fest and Trunk or Treat in St. Charles Parish"

Sponsors: Ms. Skiba

Read

2025-0312

Proclamation: "National First Responders Day in St. Charles Parish"

Sponsors: Ms. Skiba

Read

REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)

2025-0313

Department of Public Works

Public Works Director Miles Bingham reported.

Councilman Pilié spoke on the matter.
Mr. Bingham spoke on the matter.
Councilwoman Wilson spoke on the matter.
Councilwoman O'Daniels spoke on the matter.
Parish President Matthew Jewell spoke on the matter.

Reported

2025-0314

Parish President Remarks/Report

Sponsors: Mr. Jewell

Parish President Matthew Jewell reported.

Parish President Matthew Jewell invited Mr. David Cresson, President and CEO of Louisiana Chemical Association to the podium to speak on the matter.
Mr. Cresson spoke on the matter.
Chairman Fonseca spoke on the matter.
President Jewell spoke on the matter.

Reported

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, 1:00 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

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, NOVEMBER 3, 2025, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, TO BE CONSIDERED FOR FINAL PASSAGE:

2025-0318

An ordinance approving and authorizing the execution of a Professional Services Agreement with Principal Engineering, Inc., to perform engineering services for the Fairfield and Oakland Drainage Improvements (Project No. P251001), in the not to exceed amount of \$787,285.30.

Sponsors: Mr. Jewell and Department of Public Works

Publish/Scheduled for Public Hearing to the Parish Council on November 3, 2025

2025-0319

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 property designated as Lot 52, Block E, Oak Ridge Park Section One, 1103 Paul Frederick Drive, Luling as requested by Calvin D. Preston.

Sponsors: Mr. Jewell and Department of Planning & Zoning

Publish/Scheduled for Public Hearing to the Parish Council on November 3, 2025

2025-0321

An ordinance approving and authorizing the execution of a Professional Services Agreement with Hartman Engineering, Inc., to perform engineering services for the Ellington Structures - Cousins Pump Station T-Wall (Project No. P080905-5H), in the lump sum amount of \$219,200.00.

Sponsors: Mr. Jewell and Department of Wastewater

Publish/Scheduled for Public Hearing to the Parish Council on November 3, 2025

2025-0323

An ordinance approving and authorizing the execution of a Professional Services Agreement with ELOS Environmental, LLC, to perform environmental services for the Turtle Pond Pump Station and Upstream Drainage Improvements (Project No. P250901), in the not to exceed amount of \$89,000.00.

Sponsors: Mr. Jewell and Department of Public Works

Publish/Scheduled for Public Hearing to the Parish Council on November 3, 2025

2025-0324 An ordinance approving and authorizing the execution of a Professional Services Agreement with ELOS Environmental, LLC, to perform environmental services for the Fairfield and Oakland Drainage Improvements (Project No. P251001), in the not to exceed amount of \$73,999.00. Sponsors: Mr. Jewell and Department of Public Works Publish/Scheduled for Public Hearing to the Parish Council on November 3, 2025

2025-0327 An ordinance approving and authorizing the execution of a Contract with Pintail Contracting Services, LLC for the St. Charles Parish Water Treatment Plant West Bank D Plant Clarifier Upgrade (Project No. WWKS 114), in the amount of \$2,782,000.00. Sponsors: Mr. Jewell and Department of Waterworks Publish/Scheduled for Public Hearing to the Parish Council on November 3, 2025

ORDINANCES SCHEDULED FOR PUBLIC HEARING (INTRODUCED AT PREVIOUS MEETING)

2025-0305 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). Sponsors: Mr. Jewell Reported: Parish President Recommended: Approval Deputy Chief Administrative Officer Samantha de Castro spoke on the matter. Public Hearing Requirements Satisfied Council Discussion Parish President Matthew Jewell spoke on the matter. Councilman Pilié stated his reason for wanting to table File No. 2025-0305. A motion was made by Councilmember Pilié, seconded by Councilmember Mobley, to Table File No. 2025-0305. The motion carried by the following vote: Yea: 7 - Mobley, Wilson, Skiba, Pilié, O'Daniels, Fisher and deBruler Nay: 1 - Fonseca Absent: 1 - Comardelle Tabled.

2025-0308 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. 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. VOTE ON THE PROPOSED ORDINANCE Yea: 8 - Mobley, Fonseca, Wilson, Skiba, Pilié, O'Daniels, Fisher and deBruler Nay: 0 Absent: 1 - Comardelle Enactment No: 25-10-13

2025-0309 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. Sponsors: Mr. Jewell and Department of Parks and Recreation Reported: Parks and Recreation Department Recommended: Approval Parish President Matthew Jewell spoke on the matter. Chairman Fonseca stated that Administration requested that File No. 2025-0309 be postponed indefinitely. A motion was made by Councilmember Fisher, seconded by Councilmember Wilson, to Postponed Indefinitely File No. 2025-0309. The motion carried by the following vote: Yea: 8 - Mobley, Fonseca, Wilson, Skiba, Pilié, O'Daniels, Fisher and deBruler Nay: 0 Absent: 1 - Comardelle Postponed Indefinitely

2025-0310 An ordinance approving and authorizing the execution of Change Order No. 1 (Final) for the Eastbank Lift Station 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. Sponsors: Mr. Jewell and Department of Wastewater Reported: Wastewater Department Recommended: Approval Wastewater Director David deGeneres spoke on the matter. Public Hearing Requirements Satisfied Council Discussion Mr. deGeneres spoke on the matter. VOTE ON THE PROPOSED ORDINANCE Yea: 8 - Mobley, Fonseca, Wilson, Skiba, Pilié, O'Daniels, Fisher and deBruler Nay: 0 Absent: 1 - Comardelle Enactment No: 25-10-14

PERSONS TO ADDRESS THE COUNCIL

2025-0320 Ms. Alicia Johnson: Update on fixings of Kinler St., Paul Frederick St. (Road/Street need to be fixed) Parish President Matthew Jewell spoke on the matter. Public Works Director Miles Bingham spoke on the matter. Heard

2025-0322 Ms. Alicia Johnson: Resolution that was done for safety on bridge (auxiliary fence)(Hale Boggs) Councilwoman Wilson spoke on the matter. Ms. Johnson spoke on the matter. Parish President Matthew Jewell spoke on the matter. Heard

RESOLUTIONS

2025-0317 A resolution to approve and authorize the execution of a Federally Funded Agreement between the U.S. Department of Homeland Security and St. Charles Parish for funding in the amount of \$79,746.00 to purchase two tethered drones for emergency operations. Sponsors: Mr. Jewell and Grants Office Reported: Grants Office Recommended: Approval Grants Officer Carla Chissom spoke on the matter. Public comment opened; no public comment VOTE ON THE PROPOSED RESOLUTION Yea: 8 - Mobley, Fonseca, Wilson, Skiba, Pilié, O'Daniels, Fisher and deBruler Nay: 0 Absent: 1 - Comardelle Enactment No: 6889

APPOINTMENTS

2025-0306 A resolution appointing a member to the St. Charles Parish Library Board of Control as the District II Representative.

Nominee: Councilwoman Skiba nominated Ms. Lindsey Tullier Nomination(s) Accepted A motion was made by Councilmember deBruler, seconded by Councilmember O'Daniels, to Close Nomination(s) for File No. 2025-0306. The motion carried by the following vote: Yea: 8 - Mobley, Fonseca, Wilson, Skiba, Pilié, O'Daniels, Fisher and deBruler Nay: 0 Absent: 1 - Comardelle Nomination(s) Closed 2025-0315 Accept resignation of Mr. Webb Jay - St. Charles Parish Planning & Zoning Commission District III Representative Resignation Accepted. The motion carried by the following vote: Yea: 8 - Mobley, Fonseca, Wilson, Skiba, Pilié, O'Daniels, Fisher and deBruler Nay: 0 Absent: 1 - Comardelle Resignation Accepted 2025-0316 A resolution appointing a member to the St. Charles Parish Planning & Zoning Commission as the District III Representative. Vacancy Announced

ADJOURNMENT

A motion was made by Councilmember Fisher, seconded by Councilmember deBruler, to adjourn the meeting at approximately 7:11 pm. The motion carried by the following vote: Yea: 8 - Mobley, Fonseca, Wilson, Skiba, Pilié, O'Daniels, Fisher and deBruler Nay: 0 Absent: 1 - Comardelle

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.

Michelle Impastato Council Secretary

Publish on: November 13, 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, NOVEMBER 3, 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.

2025-0319 INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT (DEPARTMENT OF PLANNING & ZONING) 25-11-1

ORDINANCE NO. 25-11-1 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 property designated as Lot 52, Block E, Oak Ridge Park Section One, 1103 Paul Frederick Drive, Luling as requested by Calvin D. Preston.

WHEREAS, Calvin D. Preston requests a rezoning from R-1A(M) to R-2 on property designated as Lot 52, Block E, Oak Ridge Park Section One, as shown on the survey by Louis J. Gassen Jr., PLS, dated July 30, 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 on October 9, 2025.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS: SECTION I. The Zoning Ordinance of 1981 is amended to change the zoning classification from R-1A(M) to R-2 on property designated as Lot 52, Block E, Oak Ridge Park Section One, as shown on the survey by Louis J. Gassen Jr., PLS, dated July 30, 2025, as requested by Calvin D. Preston.

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 property designated as Lot 52, Block E, Oak Ridge Park Section One, as shown on the survey by Louis J. Gassen Jr., PLS, dated July 30, 2025, as requested by Calvin D. Preston.

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

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

And the ordinance was declared adopted this 3rd day of November, 2025, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Kelly Fonseca SECRETARY: Michelle Impastato DLVD/PARISH PRESIDENT: November 4, 2025 APPROVED: [Signature] DISAPPROVED: [Signature] PARISH PRESIDENT: Matthew Jewell RETD/SECRETARY: November 5, 2025 AT: 2:05pm RECD BY: [Signature]

2025-0161 INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT (DEPARTMENT OF FINANCE) 25-11-2

ORDINANCE NO. 25-11-2 An ordinance to approve and adopt the appropriation of Funds for the St. Charles Parish Consolidated Operating and Capital Budget for Fiscal Year 2026.

WHEREAS, in accordance with Article V, Section B of the St. Charles Parish Home Rule Charter and Louisiana Local Government Budget Act (R.S. 39:1301 et. seq.) the Parish President has submitted the St. Charles Parish Consolidated Operating and Capital Budget for Fiscal Year 2026 to the St. Charles Parish Council to wit:

Section I General Fund Section II Special Revenue Funds (9) Section III Debt Service Funds (6) Section IV Capital Projects Funds (4) Section V Enterprise Funds (3)

WHEREAS, in accordance with Article V, Section C of the St. Charles Parish Home Rule Charter, the Parish President has submitted a Budget Message to the St. Charles Parish Council; and, WHEREAS, the Parish Council has taken under advisement the study of the Consolidated Operating and Capital Budget.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS: SECTION I. That in accordance with Article V, Sections D and E of the St. Charles Parish Home Rule Charter and with the Louisiana Local Government Budget Act (R.S. 39:1301 et. seq.), the St. Charles Parish Council does hereby ordain to adopt the 2026 St. Charles Parish Consolidated Operating and Capital Budget attached hereto and made a part hereof and identified herewith as "Exhibit A" and "Exhibit B", to become effective January 1, 2026.

SECTION II. That said budget shall become effective January 1, 2026. The foregoing ordinance having been submitted to a vote, the vote thereon was as follows: YEAS: MOBLEY, FONSECA, WILSON, SKIBA, PILIE, COMARDELLE, O'DANIELS, FISHER, DEBRULER NAYS: NONE ABSENT: NONE

And the ordinance was declared adopted this 3rd day of November, 2025. The provisions of this Ordinance shall become effective January 1, 2026.

CHAIRMAN: Kelly Fonseca SECRETARY: Michelle Impastato DLVD/PARISH PRESIDENT: November 4, 2025 APPROVED: [Signature] DISAPPROVED: [Signature]

PARISH PRESIDENT: *Matthew Jewell*
RET/SECRETARY: *November 5, 2025*
AT: 3:05pm RECD BY: *[Signature]*

BUDGET ORDINANCE & SUMMARY

Exhibit A

Governmental Funds Consolidated Operating and Capital Budget Summary Statement Fiscal Year Ending December 31, 2026. Table with columns for 2024, 2025, and 2026, including Revenue, Expenses, and Net Position.

BUDGET ORDINANCE & SUMMARY

Exhibit B

Proprietary Funds Consolidated Operating and Capital Budget Summary Statement Fiscal Year Ending December 31, 2026. Table with columns for 2024, 2025, and 2026, including Operating Revenues, Expenses, and Net Position.

BUDGET ORDINANCE & SUMMARY

Exhibit B

Proprietary Funds (Continued) Consolidated Operating and Capital Budget Summary Statement Fiscal Year Ending December 31, 2026. Table with columns for 2024, 2025, and 2026, including Restricted for Capital Projects.

2025-0318 INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT (DEPARTMENT OF PUBLIC WORKS) ORDINANCE NO. 25-11-3

An ordinance approving and authorizing the execution of a Professional Services Agreement with Principal Engineering, Inc., to perform engineering services for the Fairfield and Oakland Drainage Improvements (Project No. P251001), in the not to exceed amount of \$787,285.30.

- WHEREAS, St. Charles Parish has been awarded funding from the Louisiana Watershed Initiative Round 2 for construction of drainage improvements to the areas downstream of the existing Fairfield and Oakland Drainage Pump Stations in St. Rose; and,
WHEREAS, the downstream areas include ditch improvements from the stations to the Canadian Pacific Kansas City (CPKC) Railroad Crossing, improvements to the CPKC Crossing itself and improvements to the ditch between the CPKC Crossing and Airline Crossing, as well as additional pipes added underneath Airline to achieve stormwater conveyance to the outfall north of Airline Highway; and,
WHEREAS, the CPKC Crossing is located approximately 3000 feet southwest from the Fairfield Drainage Pump Station along the alignment of the CPKC Railroad, and the Airline Crossing is approximately 675 feet northwest of said CPKC Crossing; and,
WHEREAS, the improvements listed were determined necessary by the Hydrologic and Hydraulic (H&H) modeling completed by the consultants procured by Louisiana Watershed Initiative; and,
WHEREAS, the funding as awarded by Louisiana Watershed Initiative shall cover the majority of the construction of the Airline Crossing work, while the remaining construction items of the CPKC Crossing and other improvements, as well as engineering for all improvements shall be paid for with Parish funds; and,
WHEREAS, St. Charles Parish and Principal Engineering, Inc., have mutually agreed on a not to exceed price of \$787,285.30 to complete the work consisting of the full design of the Airline Crossing, support work for the CPKC Crossing, and plan development for the Upstream Improvements; and,
WHEREAS, details on scope, schedule and compensation are described in the attached Professional Services Agreement.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS: SECTION I. That the Professional Services Agreement between St. Charles Parish and Principal Engineering, Inc., to perform engineering services as required by the Department of Public Works, for the Fairfield and Oakland Drainage Improvements (Project No. P251001), in the not to exceed amount of \$787,285.30, 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, PILLE, COMARDELLE, O'DANIELS, FISHER, DEBRULER NAYS: NONE ABSENT: NONE

And the ordinance was declared adopted this 3rd day of November, 2025, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: *Sherry Yarbrough*
SECRETARY: *Michelle Dupont*
DLVD/PARISH PRESIDENT: *November 4, 2025*
APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: *Matthew Jewell*
RET/SECRETARY: *November 5, 2025*
AT: 3:05pm RECD BY: *[Signature]*

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and effective as of and between ST. CHARLES PARISH acting herein by and through its President, who is duly authorized to act on behalf of said Parish, hereinafter called the OWNER, and Principal Engineering 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 Fairfield and Oakland Drainage Improvements, Parish Project No. P251001.

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:

Fairfield and Oakland Drainage Improvements Parish Project No. P251001

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

2.3 Consultant shall perform all scope of services and work in accordance with the Schedule as defined in Attachment "B" hereto unless otherwise mutually agreed upon by the parties in writing.

2.4 The Consultant agrees to comply with all Federal, State, and Local Laws and Ordinances applicable to the scope of services and work or in entering any other agreement with any another party to complete the work.

3.0 SERVICES OF CONSULTANT

3.1 Consultant shall provide Owner professional work and services in all phases of the Project to which this Agreement applies and as hereinafter provided to properly plan and execute the work on the project(s) assigned to the Consultant. These services may include but may not be limited to serving as Owner's professional consulting representative for the Project, providing professional consultation and advice, and furnishing customary civil, surveying, geotechnical, structural, mechanical, electrical, instrumentation and control consulting services and construction consulting and inspection.

3.2 Services provided by the Consultant shall be performed in accordance with generally accepted professional consulting practice at the time and the place where the services are rendered.

3.3 Consultant shall obtain from Owner authorization to proceed in writing for each phase of the Project.

3.4 Consultant shall provide minutes of all meetings with St. Charles Parish regarding any phase of the Project.

3.5 Consultant shall provide work and services to complete the project, including all necessary services described herein or usually implied as a prerequisite for the performance of the services whether or not specifically mentioned in this agreement, including attendance by the Consultant at project conferences and public hearings.

3.6 The Phases of the Project, if applicable, are as defined in Attachment "A".

4.0 OWNERSHIP OF DOCUMENTS

4.1 Documents including but not limited to plans, specifications, maps, basic survey notes, sketches, charts, computations and all other data prepared or obtained under the terms of this authorization shall become the property of the Owner and shall be made available for Owner's inspection at any time during the Project and, shall be delivered to the Owner prior to termination or final completion of the Contract.

4.2 Consultant may retain a set of documents for its files.

4.3 Reuse of Documents. Any reuse of documents or materials without written authorization or adaptation by Consultant to the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates, subcontractors, and consultants.

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

5.0 SUPPLEMENTARY SERVICES

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

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

Such supplementary services may include the following:

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

6.0 DEFECTIVE WORK

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

7.0 NOTICE TO PROCEED

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

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

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

8.0 PAYMENTS

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

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

- 8.3 If the Project, or any portion thereof, is not completed for any reason, the final fee for consulting work and services shall be negotiated between Owner and Contractor. If the final fee for work and services is not mutually agreed upon, either party may elect in writing to submit the dispute to mediation. If mediation is not mutually agreed upon, written notice will be submitted to the other party of the intent to submit the dispute to the 29th Judicial District Court of St. Charles Parish, State of Louisiana.
- 8.4 If authorized in writing by Owner, for the performance of, or for obtaining from others Additional Services which are not considered normal or customary consulting, the Owner shall pay Consultant based on monthly invoices submitted by the Consultant, within sixty (60) days of receipt of Consultant's invoice. Consultant shall provide written notice to Owner when no services or work have been performed during a given month.
- 8.5 For Additional Authorized Services provided by the Consultant such as, but not limited to, wetlands permitting, land and right-of-way acquisition, surveying, NPDES and LADEQ permit renewal or acquisition work, etc. Owner shall pay Consultant based on an agreed upon hourly rate(s) between the Owner and Consultant. Payment shall be not-to-exceed based on hourly rates and actual hours worked.
- 8.6 The following documentation shall be required for payment to Consultant and shall be attached to the monthly invoice.
 - a. A copy of the Owner's written authorization to perform the service.
 - b. Timesheets for all hours invoiced.
 - c. Invoice copies, logs or other substantiation of non-salary expenses.
- 8.7 For Additional Authorized Services that Consultant acquires from subcontractors and/or subconsultants, Owner shall pay Consultant a fixed sum previously agreed upon by Owner and Consultant, such sum to be established in each case when the scope of the work involved has been determined and before any of the Additional Services are provided. The use of subcontractors and/or subconsultants shall be subject to the provisions set forth in this Agreement. The following documentation shall be required for payment to Consultant and shall be attached to the monthly invoice:
 - a. A copy of the Owner's written consent for the subcontractor and/or subconsultant to perform the service stating the Owner's and Consultant's agreed upon fixed sum established for the service performed.
 - b. Evidence that the subcontractor and/or subconsultant is insured as required by this Agreement.
- 8.8 For *Supplementary Services* described in Section 5, Owner shall pay Consultant for the fee negotiated at the time the work is assigned by the method stipulated in the contract amendment.

9.0 BUDGET LIMITATIONS

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

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

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

10.0 FUNDS

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

11.0 TERMINATION OR SUSPENSION

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

12.0 NON-APPROPRIATION CLAUSE

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

13.0 INSURANCE

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

14.0 INDEMNIFICATION

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

15.0 WARRANTY

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

16.0 EXCLUSIVE JURISDICTION AND VENUE

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

17.0 COMPLIANCE WITH FEDERAL AND STATE LAWS

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

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

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

19.0 OTHER

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

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

PRINCIPAL ENGINEERING INC ST. CHARLES PARISH

By: _____ By: _____

Name: Henry I. Difranco, Jr. Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

ATTACHMENT "A"

Fairfield and Oakland Drainage Improvements Parish Project No. P251001

Project Scope:

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

Airline Crossing: CONSULTANT shall complete full design and bidding documents, bidding and construction administration including resident inspection, for installation of 5-42" Reinforced Concrete Pipes across Airline Highway at the northern end of Conway Ditch in St. Rose. Full design constitutes coordination with survey and geotechnical subconsultants as well as full permitting and utility coordination as needed.

CPKC Crossing: CONSULTANT is not completing design documents for this project (Project 2 as labeled below) specifically as this work will be done in house by Canadian Pacific Kansas City (CPKC), both design and construction. However, the CONSULTANT shall complete all necessary documents to aid in construction of canal re-alignment depending on where exactly the 3-42" Reinforced Concrete Pipes are placed under the railroad. All work in the scope of the CONSULTANT will exist outside of the railroad Right-of-Way.

Other Drainage Improvements: CONSULTANT shall complete design for Projects 3-8 as labeled below and produce documents suitable for letter bid or in-house construction by OWNER. Any assistance with letter bid documents or administration during construction shall be on an as needed basis as requested by OWNER. If services in bidding and construction administration are not requested by OWNER, CONSULTANT shall not bill towards these items as referenced in Attachment C.

See the map below this table showing the location of the scope of work described. These projects were recommended in a Hydrologic and Hydraulic (H&H) Study completed by a consultant acquired by the LWI funding agency, the agency in which has granted the OWNER funds to complete construction of Project 1. These recommendations shall be verified by the CONSULTANT for feasibility of proper installation in the allowed road and railroad right of ways and OWNER property. If the below recommendation will not fit within Parish property, CONSULTANT shall provide options that achieve the same flow properties. If no other solutions will work and property is to be acquired, more survey work will be required, as well as proper property acquisition abiding by the Uniform Relocation Act due to the funding source.

Map Label	Description of Scope of Work
1	5-42" Reinforced Concrete Pipes
2	3-42" Reinforced Concrete Pipes
3	Proposed Berm at 6 foot elevation
4	Remove open channel and replace with sealed manhole
5	Add a drop inlet
6	Proposed ditch maintenance and grading (including clearing and de-silting culverts)
7	Add a flap gate for existing 42" culvert
8	Proposed ditch maintenance and grading to existing pump stations (including clearing and de-silting culverts)



PART 1 – BASIC SERVICES**A. PRELIMINARY DESIGN PHASE**

Upon written authorization from OWNER, CONSULTANT shall:

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

B. FINAL DESIGN PHASE

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

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

C. BID PHASE

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

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

D. CONSTRUCTION PHASE

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

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

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

PART 2 – ADDITIONAL SERVICES**A. SURVEY**

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

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

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

Data Collection and Processing:

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

Project Control:

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

Survey Data Deliverables:

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

B. GEOTECHNICAL INVESTIGATION

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

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

C. PERMITTING

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

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

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

D. RESIDENT PROJECT REPRESENTATIVE (RPR)

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

The duties and responsibilities of the RPR are as follows:

1. RPR's dealings in matters pertaining to the Work in general shall be with CONSULTANT and CONTRACTOR. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall

generally communicate with OWNER only with the knowledge of and under the direction of CONSULTANT.

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

ATTACHMENT "B"

Fairfield and Oakland Drainage Improvements
Parish Project No. P251001

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
Preliminary Design Phase	60
Final Design Phase	120
Bid Phase	45
Construction Phase	240

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"

Fairfield and Oakland Drainage Improvements
Parish Project No. P251001

Project Compensation:

The overall compensation, as referenced in the Ordinance, is to be \$787,285.30, as broken down in the following manner.

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

- a. The total compensation for basic services as described in Attachment A for Project 1 is estimated to be \$448,411.00 based on the following estimated distribution of compensation:
 1. Preliminary Design Phase (25%) \$112,103.00
 2. Final Design Phase (45%) \$201,785.00
 3. Bid Phase (5%) \$22,421.00
 4. Construction Phase (25%) \$112,102.00
- b. The total compensation for basic services as described in Attachment A for Projects 3-8 is estimated to be \$58,817.00 based on the following estimated distribution of compensation:
 1. Preliminary Design Phase (25%) \$14,704.00
 2. Final Design Phase (45%) \$26,468.00
 3. Bid Phase (5%) \$2,941.00
 4. Construction Phase (25%) \$14,704.00
- c. 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.
- d. The amounts billed for CONSULTANT's services under this Agreement will be based on the cumulative hours charged to the Project during the billing period by each class of CONSULTANT's employees times Standard Hourly Rates for each applicable billing class, plus CONSULTANT's SUBCONSULTANT's charges.
- e. The Standard Hourly Rates charged by CONSULTANT constitute full and complete compensation for CONSULTANT's services, including labor costs,

overhead, and profit; the Standard Hourly Rates do not include CONSULTANT's SUBCONSULTANT's charges.

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

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

- a. Surveying \$54,057.30 (Lump Sum)
- b. Geotechnical Investigation \$66,000.00 (Lump Sum)
- c. Permitting \$50,000.00 (Not to Exceed)

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 \$110,000.00 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 240-day construction schedule.

ATTACHMENT "D" COMPLIANCE WITH FEDERAL AND STATE LAWS

Fairfield and Oakland Drainage Improvements
Parish Project No. P251001

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TERMINATION FOR CAUSE AND CONVENIENCE (2 CFR 200 Appendix II(B)) - Applies to all contracts in excess of \$10,000.00 - If, through any cause, the CONSULTANT shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the CONSULTANT shall violate any of the covenants, agreements, or stipulations of this contract, the Owner shall thereupon have the right to terminate this contract by giving written notice to the CONSULTANT of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents,

data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the CONSULTANT under this contract shall, at the option of the Owner, become the Owner's property and the CONSULTANT shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the CONSULTANT shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the contract by the CONSULTANT, and the Owner may withhold any payments to the CONSULTANT for the purpose of set-off until such time as the exact amount of damages due the Owner from the CONSULTANT is determined.

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

ADMINISTRATIVE AND LEGAL REMEDIES FOR VIOLATION OR BREACH OF CONTRACT (2 CFR 200 Appendix II (A)) - Applies to all contracts in excess of the Simplified Acquisition Threshold (SAT = \$250,000 as of 8/31/2020) - Any violation or breach of terms of this contract on the part of the CONSULTANT or the CONSULTANT's subCONSULTANTS may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties 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.

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

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

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

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

(b) Prohibitions.

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

(c) Exceptions.

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

(d) Reporting requirement.

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

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

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

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

Attachment C-1



128 Northpark Boulevard • Covington, Louisiana 70433 • Phone: 985.624.5001

CY 2025 RATES AND DIRECT EXPENSE SCHEDULE

BILLABLE RATES PER EMPLOYEE CLASSIFICATION

CLASSIFICATION	BILLABLE RATE
Principal Engineer (PE or Equivalent)	\$250.00
Engineer IV (Senior – PE or Equivalent)	\$225.00
Engineer III (Mid – PE or Equivalent)	\$210.00
Engineer II (Junior – PE or Equivalent)	\$185.00
Engineer I (Graduate BS Engineer or EI)	\$135.00
Senior Architect (Licensed Architect)	\$210.00
Project Architect (Licensed Architect)	\$190.00
Construction Manager (BS or Equivalent)	\$175.00
Engineering Technician IV (BS or Equivalent)	\$170.00
Engineering Technician III (BS or Equivalent)	\$150.00
Engineering Technician II (BS or Equivalent)	\$135.00
Engineering Technician I	\$130.00
CAD Technician IV	\$125.00
CAD Technician III	\$110.00
CAD Technician II	\$95.00
CAD Technician I	\$85.00
Resident Inspector	\$85.00
Office/Business/Finance Manager	\$125.00
Clerical/Administrative	\$75.00

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Page 2 of 2

DIRECT EXPENSE

ITEMS	BILLABLE RATE
Mileage	Current IRS rate
In-House Bond Plots 24x36	\$1.50 per sheet
Outsourced Printing & Binding	Actual Cost
In-House B&W Printing 8.5x11	\$15 per sheet
In-House Color Printing 8.5x11	\$50 per sheet
In-House B&W Printing 11x17	\$18 per sheet
In-House Color Printing 11x17	\$70 per sheet
Parking	Actual Cost
Tolls	Actual Cost
Binding w/ comb, clear cover and vinyl backing (printing not included)	\$8.00 per set
Card Stock Printing 8.5x11	\$60 per sheet
Postage	Actual Cost

2025-0321

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

ORDINANCE NO. 25-11-4

An ordinance approving and authorizing the execution of a Professional Services Agreement with Hartman Engineering, Inc., to perform engineering services for the Ellington Structures - Cousins Pump Station T-Wall (Project No. P080905-5H), in the lump sum amount of \$219,200.00.

WHEREAS, St. Charles Parish has a Professional Services Agreement with Burk-Kleinpeter, Inc. (BKI), to complete design of the new Cousins Pump Station T-Wall, which consists of pipe penetrations for existing sewer force mains that currently run beneath Texaco Road in the vicinity of the T-Wall project; and,

WHEREAS, St. Charles Parish desires for BKI to complete the design for the pipe penetrations themselves while Hartman Engineering, Inc., will design the temporary relocation of the force mains during construction of the T-Wall and the alignment of the permanent force mains through the T-Wall; and,

WHEREAS, St. Charles Parish and Hartman Engineering, Inc., have mutually agreed to a lump sum price of \$219,200.00 for full design and coordination with BKI, for the sewer force main portion of work for the Cousins Pump Station T-Wall; and,

WHEREAS, details on the scope, schedule and compensation are described in the attached Professional Services Agreement.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Professional Services Agreement between St. Charles Parish and Hartman Engineering, Inc., to perform engineering services as required by the Department of Wastewater, for the Ellington Structures - Cousins Pump Station T-Wall (Project No. P080905-5H), in the lump sum amount of \$219,200.00, is hereby approved and accepted.

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

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

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

And the ordinance was declared adopted this 3rd day of November, 2025, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Holly Fonseca
SECRETARY: [Signature]
DLVDIPARISH PRESIDENT: November 4, 2025
APPROVED: [Signature] DISAPPROVED: [Signature]

PARISH PRESIDENT: [Signature]
RET/SECRETARY: November 5, 2025
AT: 3:05 pm 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 Hartman Engineering 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. 25-11-4 which is attached hereto and made a part hereof.

1.0 GENERAL TERMS

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

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

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

2.0 PROJECT

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

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:
- 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.

HARTMAN ENGINEERING INC	ST. CHARLES PARISH
By: _____	By: _____
Name: Jared B. Monceaux, P.E.	Name: _____
Title: _____	Title: _____
Date: _____	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 shall design the temporary relocation and permanent alignment for the five (5) sewer force mains that will run through the proposed Cousins Pump Station T-Wall via pipe penetrations, both to be designed by Others. Coordination with the designer of the T-Wall itself will occur on an as needed basis, minimally monthly, to satisfy all permitting and design requirements and shall be paid to the CONSULTANT via a not to exceed limit as shown in Attachment C. If Resident Project Representative is deemed necessary, it shall be added at a later date via an Amendment to this Agreement.

A. PRELIMINARY DESIGN PHASE

Upon written authorization from OWNER, CONSULTANT shall:

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

B. FINAL DESIGN PHASE

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

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

C. BID PHASE

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

- Assist OWNER in advertising for and obtaining bids or proposals for the Work, assist OWNER in issuing assembled design, contract, and bidding-related documents to prospective CONTRACTORS, and, where applicable, maintain a record of prospective CONTRACTORS to which documents have been issued, pre-bid conferences, if any, and receive and process CONTRACTOR deposits or charges for the issued documents.
- Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
- Consult with OWNER as to the qualifications of prospective CONTRACTORS. Consult with OWNER as to the qualifications of Subcontractors, suppliers, and other individuals and entities proposed by prospective CONTRACTORS, for those portions of the Work as to which review of qualifications is required by the issued documents.

- If the issued documents require, CONSULTANT shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective CONTRACTORS.
- Attend the bid opening, prepare bid tabulation sheets and recommendation of award to meet OWNER's schedule, and assist OWNER in evaluating bids or proposals, assemble final contracts for the Work for execution by OWNER and CONTRACTOR, and in issuing notices of award of such contracts.
- The Bid Phase will be considered complete upon commencement of the Construction Phase.

D. CONSTRUCTION PHASE

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

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

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:

	<u>Number of Days to Complete</u>
Preliminary Design Phase	60
Final Design Phase	120
Bid Phase	45
Construction Phase	TBD

Time for Completion

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

ATTACHMENT "C"

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

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

- The total compensation for basic services as described in Attachment A is estimated to be \$191,200.00 based on the following estimated distribution of compensation:
 - Preliminary Design Phase (30%) \$57,360.00
 - Final Design Phase (40%) \$76,480.00
 - Bid Phase (5%) \$9,560.00
 - Construction Phase (25%) \$47,800.00
- CONSULTANT may, with OWNER's consent, alter the distribution of compensation between individual phases of the Work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by OWNER.
- The 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:

- Coordination with T-Wall Designer \$28,000.00

ATTACHMENT "D"
COMPLIANCE WITH FEDERAL AND STATE LAWS

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

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

EQUAL EMPLOYMENT OPPORTUNITY (2 CFR 200 Appendix II(C)) - Applies to all construction contracts - "During the performance of this contract, the CONSULTANT agrees as follows: The CONSULTANT will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive order 11375

of October 13, 1967, as supplemented in Department of Labor regulation. CONSULTANTS are not to exclude from participation in, deny the benefits of, or subject to discrimination under any program or activity, any person in the United States on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status; nor discriminate on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, or on the basis of religion, except that any exemption from such prohibition against discrimination on the basis of religion as provided in the Civil Rights Act of 1964, or Title VI and VII of the Act of April 11, 1968, shall also apply.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ADMINISTRATIVE AND LEGAL REMEDIES FOR VIOLATION OR BREACH OF CONTRACT (2 CFR 200 Appendix II (A)) – Applies to all contracts in excess of the Simplified Acquisition Threshold (SAT = \$250,000 as of 8/31/2020) - Any violation or breach of terms of this contract on the part of the CONSULTANT or the CONSULTANT's subCONSULTANTS may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties 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.

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

CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL (CLEAN WATER) ACT (2 CFR 200 Appendix II (G)) – Applies to all contracts greater than or equal

to \$150,000 - CONSULTANT shall be in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671g) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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

- 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—
- Prohibitions.

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

(c) Exceptions.

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

(d) Reporting requirement.

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

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

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

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

2025-0323

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

ORDINANCE NO. 25-11-5

An ordinance approving and authorizing the execution of a Professional Services Agreement with ELOS Environmental, LLC, to perform environmental services for the Turtle Pond Pump Station and Upstream Drainage Improvements (Project No. P250901), in the not to exceed amount of \$89,000.00.

WHEREAS, Ordinance No. 25-9-8 adopted on September 22, 2025, by the St. Charles Parish Council, approved and authorized 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; and,

WHEREAS, St. Charles Parish desires to construct a new Turtle Pond Drainage Pump Station with a minimum capacity of 150 cfs to replace the existing station that has a capacity of approximately 86 cfs; and,

WHEREAS, upstream drainage improvements are required to properly convey stormwater to the new pump station; and,

WHEREAS, St. Charles Parish has been awarded funding from the Louisiana Watershed Initiative Round 2 for construction of the pump station portion of the project, and design if additional funds become available; and,

WHEREAS, environmental tasks such as an Environmental Review Record (ERR), Wetland Delineation and Jurisdictional Determination, and Joint Permit Application are required to satisfy the funding requirements and ensure all environmental impacts are determined and mitigated if necessary, to complete the pump station and upstream drainage improvements project; and,

WHEREAS, St. Charles Parish and ELOS Environmental, LLC, have mutually agreed to a not to exceed price of \$89,000.00 to complete all tasks listed above and all details on scope, schedule and compensation are described in the attached Professional Services Agreement.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Professional Services Agreement between St. Charles Parish and ELOS Environmental, LLC, to perform environmental services as required by the Department of Public Works, for the Turtle Pond Pump Station and Upstream Improvements (Project No. P250901), in the not to exceed amount of \$89,000.00, is hereby approved and accepted.

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

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

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

And the ordinance was declared adopted this 3rd day of November, 2025, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Holly Toranca
 SECRETARY: M. Michelle Spadaro
 DLVD/PARISH PRESIDENT: November 4, 2025
 APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: Matt J. Janel
 RETD/SECRETARY: November 5, 2025
 AT: 3:05pm 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 ELOS Environmental, LLC, a corporation and/or limited liability company acting herein by and through its Contracting Officer, hereinafter called CONSULTANT. Whereas the Owner desires to employ a professional consulting firm to perform consulting work and services for Turtle Pond Pump Station and Upstream Drainage Improvements, Parish Project No. P250901 as described in Ordinance No. 25-115 which is attached hereto and made a part hereof.

1.0 GENERAL TERMS

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

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

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

2.0 PROJECT

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

Turtle Pond Pump Station and Upstream Drainage Improvements
Parish Project No. P250901

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

2.3 Consultant shall perform all scope of services and work in accordance with the Schedule as defined in Attachment "B" hereto unless otherwise mutually agreed upon by the parties in writing.

2.4 The Consultant agrees to comply with all Federal, State, and Local Laws and Ordinances applicable to the scope of services and work or in entering any other agreement with any another party to complete the work.

3.0 SERVICES OF CONSULTANT

3.1 Consultant shall provide Owner professional work and services in all phases of the Project to which this Agreement applies and as hereinafter provided to properly plan and execute the work on the project(s) assigned to the Consultant. These services may include but may not be limited to serving as Owner's professional consulting representative for the Project, providing professional consultation and advice, and furnishing customary civil, surveying, geotechnical, structural, mechanical, electrical, instrumentation and control consulting services and construction consulting and inspection.

3.2 Services provided by the Consultant shall be performed in accordance with generally accepted professional consulting practice at the time and the place where the services are rendered.

3.3 Consultant shall obtain from Owner authorization to proceed in writing for each phase of the Project.

3.4 Consultant shall provide minutes of all meetings with St. Charles Parish regarding any phase of the Project.

3.5 Consultant shall provide work and services to complete the project, including all necessary services described herein or usually implied as a prerequisite for the performance of the services whether or not specifically mentioned in this agreement, including attendance by the Consultant at project conferences and public hearings.

3.6 The Phases of the Project, if applicable, are as defined in Attachment "A".

4.0 OWNERSHIP OF DOCUMENTS

4.1 Documents including but not limited to plans, specifications, maps, basic survey notes, sketches, charts, computations and all other data prepared or obtained under the terms of this authorization shall become the property of the Owner and shall be made available for Owner's inspection at any time during the Project and, shall be delivered to the Owner prior to termination or final completion of the Contract.

4.2 Consultant may retain a set of documents for its files.

4.3 Reuse of Documents. Any reuse of documents or materials without written authorization or adaptation by Consultant to the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates, subcontractors, and consultants.

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

5.0 SUPPLEMENTARY SERVICES

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

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

Such supplementary services may include the following:

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

6.0 DEFECTIVE WORK

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

7.0 NOTICE TO PROCEED

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

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

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

8.0 PAYMENTS

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

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

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

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

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

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

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

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

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

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

9.0 BUDGET LIMITATIONS

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

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

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

10.0 FUNDS

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

11.0 TERMINATION OR SUSPENSION

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

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

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

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

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

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

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

12.0 NON-APPROPRIATION CLAUSE

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

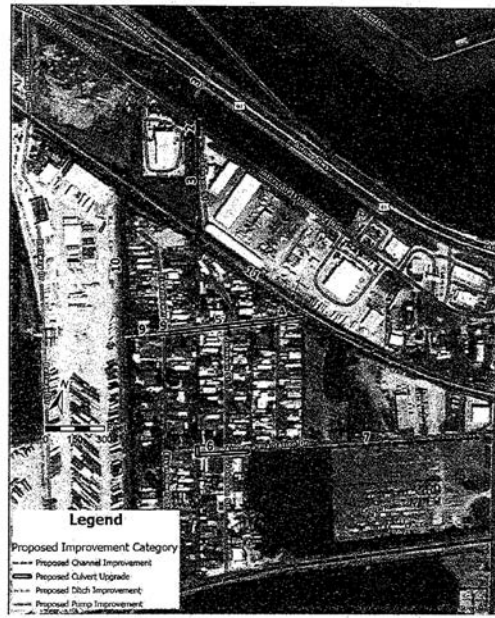
13.0 INSURANCE

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

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

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

- 13.4 CONSULTANT shall include all subconsultants as insured under its policies or shall furnish separate certificates for each. All coverages for subconsultants shall be subject to all the requirements stated herein.
- 13.5 CONSULTANT shall secure and maintain at its expense Comprehensive Automobile Liability - Bodily Injury Liability \$1,000,000.00 each person; \$1,000,000.00 each occurrence. Property Damage Liability \$1,000,000.00 each occurrence. The Comprehensive Automobile Liability policy must have coverage for loading and unloading and must include owned, hired and leased autos.
- 13.6 St Charles Parish shall be named as an additional insured on general liability insurance policies.
- 13.7 For all purposes under Louisiana law, the principals of this Contract shall be recognized as the statutory employer of all contract employees as provided in LSA-R.S. 23:1061.
- 13.8 Insurance policies shall be endorsed to provide for a waiver of subrogation in favor of St. Charles Parish for worker's compensation policies. The certificate of insurance shall reference the waiver of subrogation endorsement.
- 13.9 The Worker's Compensation Policy Territory Coverage must include Louisiana.



Task A: Environmental Review Record (ERR)

CONSULTANT will begin the ERR with an analysis of whether elements of the project are expected to be categorically excluded or whether the project will require a more comprehensive Environmental Assessment (EA) in accordance with the National Environmental Protection Act (NEPA) and the Council on Environmental Quality Regulations (40 CFR Part 1500 et seq.) as supplemented by procedures promulgated by the U.S. Department of Housing and Urban Development (HUD) and the Louisiana Office of Community Development (OCD). The primary purpose is to review the project and its potential environmental impacts to determine whether it meets federal, state and local environmental standards. CONSULTANT will use the government-wide NEPA procedures to complete the ERR.

The following tasks will be performed to create an ERR for submittal to OCD:

1. Describe the proposed project and obtain maps, photographs, and other documentation of the project location and description. The project description will include all contemplated actions that are a composite part of the project. The maps, photographs, and other documentation will show the project in various views to clarify the topography, aerial view, street view, adjacent parcels and land use, and proximity to specific features (e.g., airports, water bodies, habitats, coastal areas, and known cultural resources). The supporting documentation will show the project area boundaries, both temporary during construction and permanent, post-construction.
2. Analyze what level of environmental review is appropriate based on the proposed project components and activities.
3. Address solicitation of views letters to local, state, and federal entities and provide the project description, maps, and additional documentation relevant to the entity's jurisdiction and potential interest.
4. Collect and report information for compliance determination for the following Statutes, Executive Orders, and Regulations listed at CFR §58.5. This documentation may include maps and checklists from specific web resources or agencies, measurements to/from the project area to key facilities (e.g. airports, residential subdivisions, zoning areas) and features (e.g., aquifers, farmlands, wetlands, and habitats). This documentation will also include demographics and data related to the project's proposed temporary outputs and permanent impacts.
 - a. Historic Preservation
 - b. Floodplain Management
 - c. Wetland Protection
 - d. Coastal Zone Management Act
 - e. Sole Source Aquifers
 - f. Endangered Species Act
 - g. Wild and Scenic Rivers Act
 - h. Coastal Barrier Resource Act
 - i. Air Quality
 - j. Farmlands Protection
 - k. Noise Control and Abatement
 - l. Explosive and Flammable Operations
 - m. Airport Hazards
 - n. Contamination and Toxic Substances
 - o. Environmental Justice
 - p. Flood Insurance
5. Collect and report information for HUD Housing Environmental Standards compliance determinations related to Housing Requirements.
6. Review the project and NEPA components relevant to the latest presidential declarations, executive orders, and federal rules, realizing that these changes may interpret policies, procedures, and laws differently than prior versions or may require different tolls or documentation to be provided.
7. Complete all required HUD forms and checklists to facilitate compliance under the LWI Program.
8. Complete the 8-step federal floodplain decision-making process and the Federal Flood Risk Management Standard (FFRMS) with proper public notifications and supporting documentation.
9. Coordinate with Tribal governments to obtain their input on addressing and mitigating any project impacts on Tribal cultural resources or land.
10. Mitigate and explain all impacts for the project to comply with the Mitigation Measures and Conditions section [40 CFR 1505.2(c)]. CONSULTANT will explain in detail the measures that must be implemented to mitigate the impact or effect, including the timeline for implementation (if necessary).
11. Work with OCD's Environmental Division through the ERR modifications to receive final approval and either a Notice of Intent to Request a Release of Funding (NOI-RROF) or a Finding of No Significant Impact (FONSI).

Task B: Wetland Delineation and Jurisdictional Determination

The following services will be provided to collect the information needed to establish an opinion on the presence and potential extent of jurisdictional "wetlands" and/or "other waters of the United States" in accordance with the requirements of the U.S. Army Corps of Engineers (USACE) 1987 Wetland Delineation Manual (Wetlands Research Program Technical Report Y-87-1) and the USACE's "Regional Supplement to the USACE Wetlands Delineation Manual: Atlantic and Gulf Coastal Plan Region (Version 2.0)" (ERDC/EL TR-10-20). This opinion will not be an official wetlands determination as only the USACE has the authority to make an official determination that an area is a "wetland" or "other waters of the U.S." subject to its jurisdiction under Section 404 of the Clean Water Act. CONSULTANT is of the opinion that no work should start until a Jurisdictional Determination from the USACE has been received. The OWNER is responsible for obtaining any required landowner permissions to allow the CONSULTANT access to the subject properties to conduct the fieldwork needed to accomplish the desired wetlands delineation.

To compile a wetland delineation, CONSULTANT will provide the following professional services.

1. Obtain and photographically scale, as appropriate, the U.S. Geological Survey Quadrangle Map of the area and clearly delineate the limits of the property thereon based on information provided by the OWNER.
2. Obtain and photographically scale, as appropriate, a digital orthophoto quarter quadrangle (DOQQ) infrared aerial photograph of the area to delineate the various vegetational intensities.
3. Obtain and photographically scale, as appropriate, Light Detection and Ranging (LIDAR) data of the area to delineate the elevation of the included lands.
4. Obtain and photographically scale, as appropriate, watershed and hydrologic unit data of the included lands.
5. Prepare a computer-aided design (CAD) drawing boundary survey of the property from preliminary, legible, 8.5" x 11" Autodesk CAD (AutoCAD) plan drawings provided to us by the OWNER. (Note: OWNER provided site plan, cross-section, and profile view preferably in AutoCAD 2021 format, legibly scaled to fit 8.5" x 11" paper, and black and white reproducible).
6. Use digitized information from the U.S. Department of Agriculture's Soil Surveys to develop a composite computer-generated drawing of the area's soils.
7. Identify and document the dominant plant species in each recognized plant community in each of the vegetational strata: tree, sapling, shrub, herbaceous, and woody vine. Assign the appropriate indicator status to each species using the "U.S. Fish and Wildlife National List of Plant Species That Occur in Wetlands, Region 2 the Southeast".
8. Physically flag the wetland boundaries as observed during a field visit.
9. Compile soil sample data to verify the accuracy or inaccuracy of the U.S. Department of Agriculture, Natural Resources Conservation Service's published soil maps of the tract. This will include onsite texture and structure analysis, Munsell Soil Color analysis with photographic supporting documentation, and detailed observations to locate and document the presence or absence of hydric soil characteristics.

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 heretofore caused these presents to be executed the day, month and year first above mentioned.

ELOS ENVIRONMENTAL, LLC	ST. CHARLES PARISH
By: _____	By: _____
Name: Lucas Watkins	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

ATTACHMENT "A"

Turtle Pond Pump Station and Upstream Drainage Improvements
Parish Project No. P250901

Project Scope:

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

The OWNER has acquired an Engineering Firm to complete design, bidding and construction administration for the below described project. The CONSULTANT shall complete Tasks A-C for the environmental portion of work to successfully satisfy the funding and federal, state and local agencies requirements.

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

10. Document photographically and/or in writing the presence or absence of hydrological indicators critical to the USACE in demonstrating the presence or absence of wetlands hydrology.
11. Prepare a report presenting the field data collected in the prescribed form, with appropriate technical data and exhibits.
12. Upon OWNER approval, prepare and submit a transmittal letter and report for the Chief of the Enforcement Section of the appropriate USACE region, summarizing all of the technical data assembled and requesting a Jurisdictional Determination for the property.
13. Track the delineation through the approval processes.

Task C: Joint Permit Application

Based on the property survey, preliminary design drawings, a listing of the names and addresses of all landowners and adjacent property owners, and any other information that may be required during the application process provided by the OWNER, CONSULTANT will prepare a Joint Permit Application (JPA) for submittal to the Louisiana Department of Energy and Natural Resources (LDENR) Office of Coastal Management (OCM). The permit application process includes the following and is based on the information provided by the OWNER.

1. Complete a JPA packet, documenting the OWNER's rationale for the project, providing a summary project description, and a detailed verbal description of the project location.
2. Generate a vicinity map of the area where the project is located with the site depicted.
3. Generate one (1) typical site plan and one (1) typical cross section for each project at the appropriate size and scale from preliminary, legible, 8.5" x 11" AutoCAD plan drawings. (Note: OWNER-provided site plan, cross section, and profile views must be in AutoCAD 2021 format, legible scaled to fit 8.5" x 11" paper, and black and white reproducible).
4. Calculate the cubic yardage of materials to be removed and/or fill to be deposited.
5. Coordinate and submit all the above documents to the LDENR OCM for a Coastal Use Permit and a USACE Section 10/404 of the Clean Water Act Permit.
6. Respond to public comments generated by the public notice process (limit of 10 hours).
7. Generate documentation on justification/needs/alternatives for the project, if required by USACE or LDENR.
8. Track the application through the approval process.

ATTACHMENT "B"

Turtle Pond Pump Station and Upstream Drainage Improvements
Parish Project No. P250901

Project Schedule:

The CONSULTANT shall complete the services as described in Attachment A in alignment with the design of the proposed pump station and upstream improvements, as completed by the engineer acquired by the OWNER. Upon receipt of proper documentation such as drawings, the CONSULTANT shall prepare the scope as described in Attachment A and submit it to the proper agency. Upon receipt of any comments, the CONSULTANT shall answer any questions or provide revisions to previously submitted documents in a timely manner. A set timeline for this scope of work is not necessary as it is determined by design completion and review time of each agency.

ATTACHMENT "C"

Turtle Pond Pump Station and Upstream Drainage Improvements
Parish Project No. P250901

Project Compensation:

OWNER shall pay CONSULTANT on a Not to Exceed basis for the scope described in Attachment A as follows:

Task A: Environmental Review Record	\$20,000.00
Task B: Wetland Delineation and Jurisdictional Determination	\$19,500.00
Task C: Joint Permit Application	\$49,500.00
Total Fee:	\$89,000.00

Attachment C-1



Hourly Rates

The invoices for the Services provided by ELOS shall be provided based on the following hourly rates:

Corporate Officer/Principal (Expert/Mediation Services 4-hour min.)	\$276.00 per hour
Subject Matter Expert (SME)	\$270.00 per hour
Senior Director of Consulting Services	\$270.00 per hour
Director of Consulting Services	\$260.00 per hour
Program Lead	\$260.00 per hour
Senior Compliance Professional	\$234.00 per hour
Senior Project Manager	\$200.00 per hour
Project Manager	\$181.00 per hour
Environmental Scientist II	\$181.00 per hour
Environmental Scientist I	\$146.00 per hour
Environmental Scientist	\$107.00 per hour
Geographic Information System (GIS) Manager	\$163.00 per hour
Geographic Information System (GIS) Specialist	\$135.00 per hour
Geographic Information System (GIS) Analyst	\$107.00 per hour
CADD Operator	\$107.00 per hour
Archaeologist II (Principal Investigator)	\$181.00 per hour
Archaeologist I (Crew Chief)	\$135.00 per hour
Archaeologist	\$84.00 per hour
Geologist II	\$181.00 per hour
Geologist I	\$146.00 per hour
Geologist	\$107.00 per hour
Grants Manager	\$181.00 per hour
Grants Coordinator	\$146.00 per hour
Grants Writer	\$107.00 per hour
Construction Manager	\$181.00 per hour
Construction Inspector II	\$146.00 per hour
Construction Inspector	\$107.00 per hour
Certified Industrial Hygienist	\$182.00 per hour
Industrial Hygiene Specialist	\$146.00 per hour
Industrial Hygiene Technician	\$107.00 per hour
Senior Technician	\$181.00 per hour
Technician II	\$146.00 per hour
Technician I	\$107.00 per hour
Technician	\$84.00 per hour
Senior Accountant	\$181.00 per hour
Accountant II	\$146.00 per hour
Accountant I	\$107.00 per hour
Accountant	\$84.00 per hour
Administrative Specialist	\$84.00 per hour
Clerical	\$69.00 per hour

*Note: These hourly rates may be increased by a rate of 4% annually to reflect inflation.

Equipment

Fees for Equipment shall be charged to Client based on the following rates:

Truck	\$250.00 each/per day
ATV	\$150.00 each/per day
Boat	\$650.00 each/per day
Air Boat	\$950.00 each/per day
Unmanned Aerial Vehicle	\$150.00 each/per day
Handheld GPS Device	\$50.00 each/per day
Handheld Digital Device (other)	\$50.00 each/per day
Trimble™ R2 GPS Unit	\$50.00 each/per day
Gear/Equipment Trailer	\$50.00 each/per day
High Volume Pump (electric)	\$50.00 each/per day
High Volume Pump (battery)	\$35.00 each/per day
Low Volume Pump (battery)	\$35.00 each/per day
BioPump (battery)	\$35.00 each/per day
X-Ray Fluorescence Instrument (lead-based paint)	\$350.00 each/per day
Sample Kits	\$5.00 each/per kit

*Note: These equipment rates may be increased by a rate of 4% annually to reflect inflation.

Direct Expenses

The standard reimbursable items, if not included in the proposal, will be provided at invoiced cost plus 15% and are as follows:

- External Database Searches
- Photographs/Aerial Photography
- Printing/Reproduction Costs
- Overnight Mail
- Courier Service
- Outside Professional Services
- Overnight Accommodations
- ATV/Boat Rental
- Application Fees

Mileage reimbursement will be billed at the appropriate IRS Standard Mileage Rate.

2025-0324

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

ORDINANCE NO. 25-11-6

An ordinance approving and authorizing the execution of a Professional Services Agreement with ELOS Environmental, LLC, to perform environmental services for the Fairfield and Oakland Drainage Improvements (Project No. P251001), in the not to exceed amount of \$73,999.00.

WHEREAS, St. Charles Parish has been awarded funding from the Louisiana Watershed Initiative Round 2 for construction of drainage improvements to the areas downstream of the existing Fairfield and Oakland Drainage Pump Stations in St. Rose; and,

WHEREAS, the downstream areas include ditch improvements from the stations to the Canadian Pacific Kansas City (CPKC) Railroad Crossing, improvements to the CPKC Crossing itself and improvements to the ditch between the CPKC Crossing and Airline Crossing, as well as additional pipes added underneath Airline to achieve stormwater conveyance to the outfall north of Airline Highway; and,

WHEREAS, environmental tasks such as an Environmental Review Record (ERR), Wetland Delineation and Jurisdictional Determination, and Joint Permit Application are required to satisfy the funding requirements and ensure all environmental impacts are determined and mitigated if necessary, to complete the drainage improvements project; and,

WHEREAS, St. Charles Parish and ELOS Environmental, LLC, have mutually agreed to a not to exceed price of \$73,999.00 to complete all tasks listed above and all details on scope, schedule and compensation are described in the attached Professional Services Agreement.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Professional Services Agreement between St. Charles Parish and ELOS Environmental, LLC, to perform environmental services as required by the Department of Public Works, for the Fairfield and Oakland Drainage Improvements (Project No. P251001), in the not to exceed amount of \$73,999.00, is hereby approved and accepted.

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

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

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

And the ordinance was declared adopted this 3rd day of November, 2025, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: *[Signature]*
SECRETARY: *[Signature]*
DLVD/PARISH PRESIDENT: November 4, 2025
APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: *[Signature]*
RET/SECRETARY: November 5, 2025
AT: 3:05 PM 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 ELOS Environmental, LLC, a corporation and/or limited liability company acting herein by and through its Contracting Officer, hereinafter called CONSULTANT. Whereas the Owner desires to employ a professional consulting firm to perform consulting work and services for Fairfield and Oakland Drainage Improvements, Parish Project No. P251001 as described in Ordinance No. 25-11-6 which is attached hereto and made a part hereof.

1.0 GENERAL TERMS

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

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

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

2.0 PROJECT

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

Fairfield and Oakland Drainage Improvements
Parish Project No. P251001

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.

ELOS ENVIRONMENTAL, LLC	ST. CHARLES PARISH
By: _____	By: _____
Name: Lucas Watkins	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

ATTACHMENT "A"

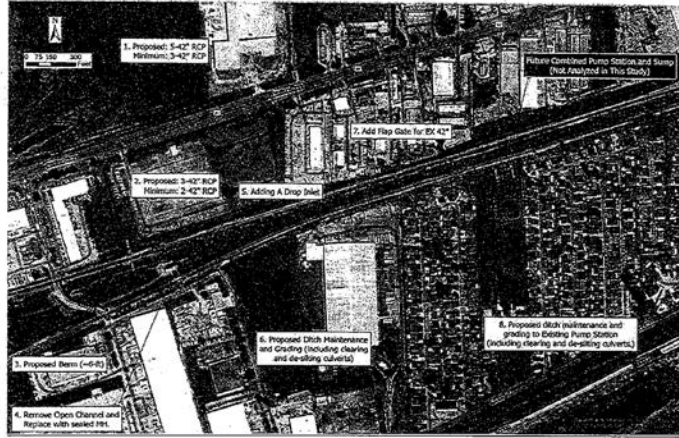
Fairfield and Oakland Drainage Improvements
Parish Project No. P251001

Project Scope:

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

The OWNER has acquired an Engineering Firm to complete design, bidding and construction administration for the below described project. The CONSULTANT shall complete Tasks A-C for the environmental portion of work to successfully satisfy the funding and federal, state and local agencies requirements.

Map Label	Description of Scope of Work
1	5-42" Reinforced Concrete Pipes
2	3-42" Reinforced Concrete Pipes
3	Proposed Berm at 6 foot elevation
4	Remove open channel and replace with sealed manhole
5	Add a drop inlet
6	Proposed ditch maintenance and grading (including clearing and de-silting culverts)
7	Add a flap gate for existing 42" culvert
8	Proposed ditch maintenance and grading to existing pump stations (including clearing and de-silting culverts)



Task A: Environmental Review Record (ERR)

CONSULTANT will begin the ERR with an analysis of whether elements of the project are expected to be categorically excluded or whether the project will require a more comprehensive Environmental Assessment (EA) in accordance with the National Environmental Protection Act (NEPA) and the Council on Environmental Quality Regulations (40 CFR Part 1500 et seq.) as supplemented by procedures promulgated by the U.S. Department of Housing and Urban Development (HUD) and the Louisiana Office of Community Development (OCD). The primary purpose is to review the project and its potential environmental impacts to determine whether it meets federal, state and local environmental standards. CONSULTANT will use the government-wide NEPA procedures to complete the ERR.

The following tasks will be performed to create an ERR for submittal to OCD:

- Describe the proposed project and obtain maps, photographs, and other documentation of the project location and description. The project description will include all contemplated actions that are a composite part of the project. The maps, photographs, and other documentation will show the project in various views to clarify the topography, aerial view, street view, adjacent parcels and land use, and proximity to specific features (e.g., airports, water bodies, habitats, coastal areas, and known cultural resources). The supporting documentation will show the project area boundaries, both temporary during construction and permanent, post-construction.
- Analyze what level of environmental review is appropriate based on the proposed project components and activities.
- Address solicitation of views letters to local, state, and federal entities and provide the project description, maps, and additional documentation relevant to the entity's jurisdiction and potential interest.
- Collect and report information for compliance determination for the following Statutes, Executive Orders, and Regulations listed at CFR 858.5. This documentation may include maps and checklists from specific web resources or agencies, measurements to/from the project area to key facilities (e.g. airports, residential subdivisions, zoning areas) and features (e.g., aquifers, farmlands, wetlands, and habitats). This documentation will also include demographics and data related to the project's proposed temporary outputs and permanent impacts.
 - Historic Preservation
 - Floodplain Management
 - Wetland Protection
 - Coastal Zone Management Act
 - Sole Source Aquifers
 - Endangered Species Act
 - Wild and Scenic Rivers Act
 - Coastal Barrier Resource Act
 - Air Quality
 - Farmlands Protection
 - Noise Control and Abatement
 - Explosive and Flammable Operations
 - Airport Hazards
 - Contamination and Toxic Substances
 - Environmental Justice
 - Flood Insurance
- Collect and report information for HUD Housing Environmental Standards compliance determinations related to Housing Requirements.
- Review the project and NEPA components relevant to the latest presidential declarations, executive orders, and federal rules, realizing that these changes may interpret policies, procedures, and laws differently than prior versions or may require different tolls or documentation to be provided.
- Complete all required HUD forms and checklists to facilitate compliance under the LWI Program.
- Complete the 8-step federal floodplain decision-making process and the Federal Flood Risk Management Standard (FFRMS) with proper public notifications and supporting documentation.
- Coordinate with Tribal governments to obtain their input on addressing and mitigating any project impacts on Tribal cultural resources or land.
- Mitigate and explain all impacts for the project to comply with the Mitigation Measures and Conditions section [40 CFR 1505.2(c)]. CONSULTANT will explain in detail the measures that must be implemented to mitigate the impact or effect, including the timeline for implementation (if necessary).
- Work with OCD's Environmental Division through the ERR modifications to receive final approval and either a Notice of Intent to Request a Release of Funding (NOI-RROF) or a Finding of No Significant Impact (FONSI).

Task B: Wetland Delineation and Jurisdictional Determination

The following services will be provided to collect the information needed to establish an opinion on the presence and potential extent of jurisdictional "wetlands" and/or "other waters of the United States" in accordance with the requirements of the U.S. Army Corps of Engineers (USACE) 1987 Wetland Delineation Manual (Wetlands Research Program Technical Report Y-87-1) and the USACE's "Regional Supplement to the USACE Wetlands Delineation Manual: Atlantic and Gulf Coastal Plan Region (Version 2.0)" (ERDC/EL TR-10-20). This opinion will not be an official wetlands determination as only the USACE has the authority to make an official determination that an area is a "wetland" or "other waters of the U.S." subject to its jurisdiction under Section 404 of the Clean Water Act. CONSULTANT is of the opinion that no work should start until a Jurisdictional Determination from the USACE has been received. The OWNER is responsible for obtaining any required landowner permissions to allow the CONSULTANT access to the subject properties to conduct the fieldwork needed to accomplish the desired wetlands delineation.

To compile a wetland delineation, CONSULTANT will provide the following professional services.

- Obtain and photographically scale, as appropriate, the U.S. Geological Survey Quadrangle Map of the area and clearly delineate the limits of the property thereon based on information provided by the OWNER.
- Obtain and photographically scale, as appropriate, a digital orthophoto quarter quadrangle (DOQQ) infrared aerial photograph of the area to delineate the various vegetational intensities.
- Obtain and photographically scale, as appropriate, Light Detection and Ranging (LIDAR) data of the area to delineate the elevation of the included lands.
- Obtain and photographically scale, as appropriate, watershed and hydrologic unit data of the included lands.

- Prepare a computer-aided design (CAD) drawing boundary survey of the property from preliminary, legible, 8.5" x 11" Autodesk CAD (AutoCAD) plan drawings provided to us by the OWNER. (Note: OWNER provided site plan, cross-section, and profile view preferably in AutoCAD 2021 format, legibly scaled to fit 8.5" x 11" paper, and black and white reproducible).
- Use digitized information from the U.S. Department of Agriculture's Soil Surveys to develop a composite computer-generated drawing of the area's soils.
- Identify and document the dominant plant species in each recognized plant community in each of the vegetational strata: tree, sapling, shrub, herbaceous, and woody vine. Assign the appropriate indicator status to each species using the "U.S. Fish and Wildlife National List of Plant Species That Occur in Wetlands, Region 2 the Southeast".
- Physically flag the wetland boundaries as observed during a field visit.
- Compile soil sample data to verify the accuracy or inaccuracy of the U.S. Department of Agriculture, Natural Resources Conservation Service's published soil maps of the tract. This will include onsite texture and structure analysis, Munsell Soil Color analysis with photographic supporting documentation, and detailed observations to locate and document the presence or absence of hydric soil characteristics.
- Document photographically and/or in writing the presence or absence of hydrological indicators critical to the USACE in demonstrating the presence or absence of wetlands hydrology.
- Prepare a report presenting the field data collected in the prescribed form, with appropriate technical data and exhibits.
- Upon OWNER approval, prepare and submit a transmittal letter and report for the Chief of the Enforcement Section of the appropriate USACE region, summarizing all of the technical data assembled and requesting a Jurisdictional Determination for the property.
- Track the delineation through the approval processes.

Task C: Joint Permit Application

Based on the property survey, preliminary design drawings, a listing of the names and addresses of all landowners and adjacent property owners, and any other information that may be required during the application process provided by the OWNER, CONSULTANT will prepare a Joint Permit Application (JPA) for submittal to the Louisiana Department of Energy and Natural Resources (LDENR) Office of Coastal Management (OCM). The permit application process includes the following and is based on the information provided by the OWNER.

- Complete a JPA packet, documenting the OWNER's rationale for the project, providing a summary project description, and a detailed verbal description of the project location.
- Generate a vicinity map of the area where the project is located with the site depicted.
- Generate one (1) typical site plan and one (1) typical cross section for each project at the appropriate size and scale from preliminary, legible, 8.5" x 11" AutoCAD plan drawings. (Note: OWNER-provided site plan, cross section, and profile views must be in AutoCAD 2021 format, legible scaled to fit 8.5" x 11" paper, and black and white reproducible).
- Calculate the cubic yardage of materials to be removed and/or fill to be deposited.
- Coordinate and submit all the above documents to the LDENR OCM for a Coastal Use Permit and a USACE Section 10/404 of the Clean Water Act Permit.
- Respond to public comments generated by the public notice process (limit of 10 hours).
- Generate documentation on justification/needs/alternatives for the project, if required by USACE or LDENR.
- Track the application through the approval process.

ATTACHMENT "B"

Fairfield and Oakland Drainage Improvements
Parish Project No. P251001

Project Schedule:

The CONSULTANT shall complete the services as described in Attachment A in alignment with the design of the proposed drainage improvements, as completed by the engineer acquired by the OWNER. Upon receipt of proper documentation such as drawings, the CONSULTANT shall prepare the scope as described in Attachment A and submit it to the proper agency. Upon receipt of any comments, the CONSULTANT shall answer any questions or provide revisions to previously submitted documents in a timely manner. A set timeline for this scope of work is not necessary as it is determined by design completion and review time of each agency.

ATTACHMENT "C"

Fairfield and Oakland Drainage Improvements
Parish Project No. P251001

OWNER shall pay CONSULTANT on a Not to Exceed basis for the scope described in Attachment A as follows:

Task A: Environmental Review Record	\$14,999.00
Task B: Wetland Delineation and Jurisdictional Determination	\$20,000.00
Task C: Joint Permit Application	\$39,000.00
Total Fee:	\$73,999.00

Attachment C-1



Hourly Rates

The invoices for the Services provided by ELOS shall be provided based on the following hourly rates:

Corporate Officer/Principal (Expert/Mediation Services 4-hour min.)	\$276.00 per hour
Subject Matter Expert (SME)	\$270.00 per hour
Senior Director of Consulting Services	\$270.00 per hour
Director of Consulting Services	\$260.00 per hour
Program Lead	\$260.00 per hour
Senior Compliance Professional	\$234.00 per hour
Senior Project Manager	\$200.00 per hour
Project Manager	\$181.00 per hour
Environmental Scientist II	\$181.00 per hour
Environmental Scientist I	\$146.00 per hour
Environmental Scientist	\$107.00 per hour
Geographic Information System (GIS) Manager	\$163.00 per hour
Geographic Information System (GIS) Specialist	\$135.00 per hour
Geographic Information System (GIS) Analyst	\$107.00 per hour
CADD Operator	\$107.00 per hour
Archaeologist II (Principal Investigator)	\$181.00 per hour
Archaeologist I (Crew Chief)	\$135.00 per hour
Archaeologist	\$84.00 per hour
Geologist II	\$181.00 per hour
Geologist I	\$146.00 per hour
Geologist	\$107.00 per hour
Grants Manager	\$181.00 per hour
Grants Coordinator	\$146.00 per hour
Grants Writer	\$107.00 per hour
Construction Manager	\$181.00 per hour
Construction Inspector II	\$146.00 per hour
Construction Inspector	\$107.00 per hour
Certified Industrial Hygienist	\$182.00 per hour
Industrial Hygiene Specialist	\$146.00 per hour
Industrial Hygiene Technician	\$107.00 per hour
Senior Technician	\$181.00 per hour
Technician II	\$146.00 per hour
Technician I	\$107.00 per hour
Technician	\$84.00 per hour
Senior Accountant	\$181.00 per hour
Accountant II	\$146.00 per hour
Accountant I	\$107.00 per hour
Accountant	\$84.00 per hour
Administrative Specialist	\$84.00 per hour
Clerical	\$69.00 per hour

*Note: These hourly rates may be increased by a rate of 4% annually to reflect inflation.

Equipment

Fees for Equipment shall be charged to Client based on the following rates:

Truck	\$250.00 each/per day
ATV	\$150.00 each/per day
Boat	\$650.00 each/per day
Air Boat	\$950.00 each/per day
Unmanned Aerial Vehicle	\$150.00 each/per day
Handheld GPS Device	\$50.00 each/per day
Handheld Digital Device (other)	\$50.00 each/per day
Trimble™ R2 GPS Unit	\$50.00 each/per day
Gear/Equipment Trailer	\$50.00 each/per day
High Volume Pump (electric)	\$50.00 each/per day
High Volume Pump (battery)	\$35.00 each/per day
Low Volume Pump (battery)	\$35.00 each/per day
BioPump (battery)	\$35.00 each/per day
X-Ray Fluorescence Instrument (lead-based paint)	\$350.00 each/per day
Sample Kits	\$5.00 each/per kit

*Note: These equipment rates may be increased by a rate of 4% annually to reflect inflation.

Direct Expenses

The standard reimbursable items, if not included in the proposal, will be provided at invoiced cost plus 15% and are as follows:

- External Database Searches
- Photographs/Aerial Photography
- Printing/Reproduction Costs
- Overnight Mail
- Courier Service
- Outside Professional Services
- Overnight Accommodations
- ATV/Boat Rental
- Application Fees

Mileage reimbursement will be billed at the appropriate IRS Standard Mileage Rate.

2025-0327

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

ORDINANCE NO. 25-11-7

An ordinance approving and authorizing the execution of a Contract with Pintail Contracting Services, LLC for the St. Charles Parish Water Treatment Plant West Bank D Plant Clarifier Upgrade (Project No. WWKS 114), in the amount of \$2,782,000.00.

WHEREAS, Ordinance No. 24-11-5 adopted on November 4, 2024, by the St. Charles Parish Council, approved and authorized a Professional Services Agreement with Professional Engineering Consultants to perform engineering services for West Bank D Plant Clarifier Upgrade (Project No. WWKS 114), in the amount of \$317,066.00; and,

WHEREAS, sealed bids were received by St. Charles Parish on September 25, 2025, for the St. Charles Parish Water Treatment Plant West Bank D Plant Clarifier Upgrade (Project No. WWKS 114); and,

WHEREAS, Professional Engineering Consultants Corporation has reviewed the bids and recommend that the Contract be awarded to the lowest responsible and responsive bidder, Pintail Contracting Services, LLC, in the amount of \$2,782,000.00.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the bid of Pintail Contracting Services, LLC, for the St. Charles Parish Water Treatment Plant West Bank D Plant Clarifier Upgrade (Project No. WWKS 114), in the amount of \$2,782,000.00 be hereby approved and accepted.

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

SECTION III. A final Notice of Contract shall be printed and filed in place of the contract documents with the St. Charles Parish Clerk of Court and in the records of the St. Charles Parish Council.

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

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

And the ordinance was declared adopted this 3rd day of November, 2025, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Holly Foxosca
SECRETARY: Michelle Sponsler
DLVD/PARISH PRESIDENT: November 4, 2025
APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: November 5, 2025
AT: 3:05pm RECD BY: [Signature]

SECTION 00500

CONTRACT

This agreement entered into this 5th day of November 2025, by Pintail Contracting Services LLC hereinafter called the "Contractor", whose business address is 13559 River Rd, Culing, La 70070, and the St. Charles Parish, hereinafter called the "Owner".

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

ARTICLE 1

STATEMENT OF WORK

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

Project Name: St. Charles Parish Water Treatment Plant West Bank D Plant Clarifier Upgrade, Project Number: WWKS 114

1.02 The abovementioned work shall be completed in strict accordance with Contract Documents prepared by: Professional Engineering Consultants Corporation

1.03 It is recognized by the parties herein that said Contract Documents including by way of example and not of limitation, the Drawings and Specifications dated August 12, 2025, Addenda number(s) 1-11, the Instruction to Bidders, Supplemental Instructions to Bidders, Louisiana Uniform Public Works Bid Form, General Conditions, Supplementary Conditions (if applicable), any Addenda thereto, impose duties and obligations upon the parties herein, and said parties hereby agree that they shall be bound by said duties and obligations. For these purposes, all of the provisions contained in the aforementioned Contract Documents are incorporated herein by reference with the same force and effect as though said Contract Documents were herein set out in full.

The Work is generally described as follows: Removal and replacement of the existing water treatment plant's rectangular solids contact clarifier/softener.

ARTICLE 2

ENGINEER

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

ARTICLE 3

CONTRACT TIME

3.01 The Contractor shall complete the Work under the Contract within One Hundred Eighty (180) calendar days from the date stated in the Notice to Proceed.

ARTICLE 4

LIQUIDATED DAMAGES

4.01 Owner and Contractor recognize that the Owner will suffer direct financial loss if Work is not completed within the Contract Time specified plus any extensions thereof allowed in accordance with these General Conditions of this Contract, and therefore, time is of the essence. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Contractor and Surety agree to forfeit and pay Owner five hundred dollars \$500.00 per day as Liquidated Damages for delay (but not as a penalty). Such Liquidated Damages will be assessed for each calendar day that expires after the Contract Time. This amount represents a reasonable estimate of Owner's expenses for extended delays and the costs associated therein. This provision shall be effective between the parties ipso facto and without demand or putting in default, it being specifically agreed that the Contractor by his mere failure to complete the work on or before the date specified shall be deemed in default.

ARTICLE 5

CONTRACT PRICE

5.01 The Owner will pay and the Contractor will accept in full consideration for the performance of the Contract the sum of:

a) (\$ 2,782,000.00) Two Million Seven Hundred Eighty Two Thousand Dollars based on unit prices specified within this contract document. Contract price is firm and subject only to modification by written Change Order agreed to and signed by both parties and the Engineer and approved by the St. Charles Parish Council.

ARTICLE 6

PAYMENT PROCEDURES

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

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

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

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

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

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

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

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

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

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

ARTICLE 7

CONTRACTOR'S REPRESENTATIONS

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

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

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

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

ARTICLE 8

CONTRACT DOCUMENTS

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

- a) Contract (Section 00500)
- b) Performance Bond (Section 00611)
- c) Payment Bond (Section 00610)
- d) Insurance Certificates
- e) Advertisement for Bids (Section 00010)
- f) Louisiana Uniform Public Works Bid Form (Section 00300)
- g) Addenda (Numbers _____ to _____ inclusive)
- h) Contract documents bearing the general title "St. Charles Parish Water Treatment Plant West Bank D Plant Clarifier Upgrade" dated August 12, 2025.
- i) Drawings, consisting of a cover sheet dated August 12, 2025 and the sheets listed on Drawing 1-11; each sheet bearing the following general title:
- j) General Conditions (Section 00700)
- k) Supplementary Conditions (if applicable for compliance purposes) (Section 0800)

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

ARTICLE 9

MISCELLANEOUS

9.01 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and, unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents. Notwithstanding the foregoing, the Owner may assign this contract to the State of Louisiana or any political subdivision, municipality, special district or authority thereof without Contractor's consent and without recourse.

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

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

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

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

OWNER: Parish of St. Charles

By: Matthew Jewell
Title: Parish President

CONTRACTOR:

By: [Signature]
Title: Owner

ATTEST:

By: Kary Moyer
Title: Exec. Ass't.

ATTEST:

By: [Signature]
Title: Project Manager

2025-0325

INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(GRANTS OFFICE)
6870

RESOLUTION NO.

A resolution to approve and authorize the execution of a Cooperative Endeavor Agreement between the Louisiana Department of the Treasury and the State of Louisiana, and St. Charles Parish regarding the allocation of \$20,000.00 to be utilized for the Boutte Community Park.

WHEREAS, Act 461 of the 2025 Regular Legislative Session of the Louisiana Legislature, which was adopted in accordance with Article VII, Section 10, of the Constitution of the State of Louisiana, is the appropriation for the expenditures of State funds; and,

WHEREAS, Act 461 of the 2025 Regular Legislative Session contains a line-item appropriation within the State's budget for the benefit of St. Charles Parish allocating \$20,000.00 for the Department of Parks and Recreation; and,

WHEREAS, the Louisiana Appropriations Act for the 2025-2026 fiscal year authorizes payment of expenditures from July 1, 2025, through June 30, 2026; and,

WHEREAS, St. Charles Parish will utilize these funds for recreational upgrades at the Boutte Community Park; and,

WHEREAS, the State of Louisiana has prepared the necessary Agreement to provide the funding, and it is the desire of the Parish Council to approve said agreement.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby approve and authorize the execution of a Cooperative Endeavor Agreement between the Louisiana Department of the Treasury and the State of Louisiana, and St. Charles Parish for funding for the Boutte Community Park recreational upgrades.

BE IT FURTHER RESOLVED that the Parish President is hereby authorized to execute said Agreement and to act on behalf of St. Charles Parish in all matters pertaining to this agreement.

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

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

And the resolution was declared adopted this 3rd day of November, 2025, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
DLVD/PARISH PRESIDENT: November 4, 2025

APPROVED: _____ DISAPPROVED: _____
PARISH PRESIDENT: [Signature]
RET'D/SECRETARY: November 5, 2025
AT: 3:05 PM RECD BY: [Signature]

STATE OF LOUISIANA

COOPERATIVE ENDEAVOR AGREEMENT
(Line Item Appropriation)

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

ARTICLE I - WITNESSETH

1.1 WHEREAS, Article VII, Section 14(c) of the Constitution of the State of Louisiana provides that "for a public purpose, the state and its political subdivisions...may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual;" and

1.2 WHEREAS, Acts of the 2025 Regular Legislative Session of the Louisiana Legislature, which were adopted in accordance with Article VII, Section 10, of the Constitution of the State of Louisiana, is the appropriation for the expenditure of State funds, and said Act 461 of 2025 RLS contains a line item appropriation within the Agency's budget for the benefit of **St. Charles Parish Government** of which the sum of \$ 20,000 has been allocated for this program/project, as set forth in the Attachment A Plan, which is attached to this Agreement and made a part hereof;

1.3 WHEREAS, the Agency desires to cooperate with the Contracting Party in the implementation of the project as hereinafter provided;

1.4 WHEREAS, the public purpose is described as: recreational upgrades at Boutte Community Park;

1.5 WHEREAS, the Contracting Party has provided all required information in accordance with said Act of the 2025 Regular Legislative Session, if applicable and the Governor's Executive Order JML 2024-113 on accountability for line item appropriations; and is attached to this agreement and made part hereof by reference as "Attachment E".

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

ARTICLE II - SCOPE OF SERVICES

2.1 The Contracting Party shall: The funds will be used to construct a new pavilion and/or renovate the basketball court.

2.2 Deliverables: Funds will be used to obtain quotes to construct a new pavilion and/or renovate the basketball court.

The Contracting Party will provide to the State written quarterly Progress Reports (Attachment C) outlining the Contracting Party's resources, initiatives, activities, services and performance consistent with the provisions, goals and objectives of this Agreement and quarterly Cost Reports (Attachment D) which provide detailed cost information outlining the use of the above referenced appropriated funds. Attachment C, Progress Report and Attachment D, Cost Report are attached to this agreement and made part thereof by reference. Adequate supporting documentation (including copies of invoices, checks and other appropriate records reflecting expenses incurred) shall be attached to the reports. All original documentation supporting the reports shall be maintained by the Contracting Party, and shall be subject to audit, as hereinafter stated. These reports that are to be provided quarterly shall be due and delivered to the Agency on or before the 31st of October for the quarter ending September 30, the 31st day of January for the quarter ending December 31, the 30th day of April for the quarter ending March 31, and the 15th day July for the quarter ending June 30, there being no exceptions or waivers of this July reporting due date.

2.3 Budget: The Budget for this project is incorporated herein as Attachment B which is attached hereto and made a part hereof by reference and shows all anticipated revenues and expenditures provided by this cooperative endeavor. The Budget for this project shall not exceed the total sum of \$20,000 which sum shall be inclusive of all costs or expenses to be paid by the State in connection with the services to be provided under this agreement. This is the total sum that has been appropriated by the State for this program/project. No state funds shall be paid for any one phase of this Agreement that exceeds the Budget attached as "Attachment B", without the prior approval of the State. Attachment B Page 2 - Staffing Chart and Attachment B Page 3 - Schedule of Professional and Other Contracting Services are also attached hereto and made a part hereof by reference, and shall be fully completed by the Contracting Party for attachment to and inclusion as a part of this Agreement.

2.4 Disclosure and Certification Statement(s): Attachment E - Disclosure and Certification Statement to this Agreement must be fully completed, dated and executed by a duly authorized representative of the Contracting Party. Additionally, the Contracting Party shall attach to this Attachment E, where applicable, the following: a) a copy of the board resolution authorizing execution of this Agreement on behalf of the Contracting Party, or other written authorization for such execution that may be appropriate, as the case may be; and, b) a copy of a Certificate of "Good Standing" from the Secretary of State. Additionally, as to all sub-contracting, sub-recipient parties shown and identified in Attachment B Page 3 and any attachments thereto, Attachment E-1 - Disclosure and Certification Statement to this Agreement must be fully completed, dated and executed by a duly authorized representative of each such sub-contracting, sub-recipient party, and shall have attached thereto, where applicable, the same attachments required for the Contracting Party in a) and b) of this paragraph. For public or quasi-public entities which are recipients under Acts of the 2025 Regular Legislative Session and which are not budget units of the State, no funds shall be transferred unless said Contracting Party submits to the Legislative Auditor for approval a copy of this Agreement and Budget showing all anticipated use of the appropriation, an estimate of the duration of the project and a plan showing specific goal and objectives for the use of such funds, including measures of performance. This requirement will be met by Department of Treasury's submission of the approved budget (Attachment A and

Attachment B) to the Legislative Auditor. The Contracting Party shall provide written reports every quarter to the funding agency concerning the use of the funds and the specific goals and objectives for the use thereof.

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

ARTICLE III - CONTRACT MONITOR

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

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

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

1. Compare the Reports to Goals/Results and Performance Measures outlined in this Agreement to determine the progress made;

2. Contact the Contracting Party to secure any missing deliverables;

3. Maintain telephone and/or e-mail contact with the Contracting Party on Agreement activity and, if necessary, make visits to the Contracting Party's site in order to review the progress and completion of the Contracting Party's services, to assure that performance goals are being achieved, and to verify information when needed.

4. Assure that expenditures or reimbursements requested in Attachment D-Cost Report are in compliance with the approved Goals in Attachment A Plan. The Contract Monitor shall coordinate with the Agency's fiscal office for reimbursements to Contracting Party and shall contact the Contracting Party for further details, information for documentation when necessary.

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

ARTICLE IV - PAYMENT TERMS

4.1 Payment shall be made to the Contracting Party under the terms and conditions of **Plan A** as detailed below:

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

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

4.3 Payments by the State under this Agreement will be allowed only for expenditures occurring between and including the dates of July 1, 2025 and June 30, 2026, and this project and all of the Contracting Party's services shall be completed by that date. Payment is contingent upon the availability of sufficient collection of state sales tax revenues credited to the appropriate Fund and upon the approval of this Agreement by the Office of State Procurement or other delegated authority. Notwithstanding any provision hereof to the contrary, the Attachment C-Progress Report and Attachment D-Cost Report for any reporting period ending June 30, 2026, MUST, under all circumstances, be received by the Agency no later than July 15, 2026, in order for the Contracting Party to receive payment for reimbursement of expenses incurred and set forth herein.

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

4.4 The Contract Monitor shall monitor disbursements on a monthly basis. Under circumstances such that the recipient entity has not demonstrated substantial progress towards goals and objectives, based on established measures of performance, further disbursements shall be discontinued until substantial progress is demonstrated or the entity has justified, to the satisfaction of the Agency, reasons for the lack of progress. If the Agency determines that the recipient failed to use the Line Item Appropriation within the estimated duration of the project or failed to reasonably achieve its specific goals and objectives, without sufficient justification, the Agency shall demand that any unexpended funds be returned to the state treasury within 45 days of the demand unless approval to retain the funds is obtained from the Division of Administration and the Joint Legislative Committee on the Budget.

Likewise, if the Contracting Party defaults on the Agreement, breaches the terms of the Agreement, ceases to do business, or ceases to do business in Louisiana it shall be required to repay the State within 45 days of the demand, unless approval to retain the funds is obtained from the Division of Administration and the Joint Legislative Committee on the Budget. For public or quasi-public entities which are recipients under said Act of the 2025 Regular Legislative Session, the transferring Agency shall forward to the Legislative Auditor, the Division of Administration and the Joint Legislative Committee on the Budget a report showing specific data regarding compliance with this Section and collection of any unexpended funds. This report shall be submitted not later than May 1, 2026.

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

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

ARTICLE V - TERMINATION FOR CAUSE

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

ARTICLE VI - TERMINATION FOR CONVENIENCE

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

ARTICLE VII - OWNERSHIP

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

ARTICLE VIII - ASSIGNMENT

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

ARTICLE IX - FINANCIAL DISCLOSURE

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

certified by the Contracting Party under the requirements of this agreement, as well as any site visits that may be made under the provisions this agreement, to ensure effective achievement of the goals and objectives.

ARTICLE X – AUDITOR'S CLAUSE

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

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

ARTICLE XI - AMENDMENTS IN WRITING

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

ARTICLE XII – FISCAL FUNDING CLAUSE

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

ARTICLE XIII – TERM OF CONTRACT

13.1 This Agreement shall begin on July 1, 2025 and shall terminate on June 30, 2026. Every effort should be made to complete the objectives of the agreement and incur approved expenses by June 30, 2026. There is no extension of the June 30, 2026 deadline without legislative action and approval.

ARTICLE XIV – DISCRIMINATION CLAUSE

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

CONTRACTING PARTY:

THUS DONE AND SIGNED AT , Louisiana on

WITNESSES:

Authorized Signer

Print Name and Title

DEPARTMENT OF TREASURY - STATE OF LOUISIANA:

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on

WITNESSES:

Agency Head or Designee

Print Name and Title

ATTACHMENT A - PLAN Act 461 of 2025 RLS Schedule 20	NAME OF CONTRACTING PARTY: St. Charles Parish Government
	NAME AND BRIEF NARRATIVE OF PROGRAM: recreational upgrades at Boutte Community Park
1. PROGRAM GOAL (Goals are the intended broad, long-term results. Goals are clear statements of the general end purposes toward which efforts are directed.) The funds will be used to construct a new pavilion and/or renovate the basketball court.	
2. PROGRAM OBJECTIVE(S) (Objectives are intermediate outcomes-specific, measurable steps towards accomplishing the goal, that identify the expected outcomes and results. The program objective must include a percentage, a specific dollar amount or a number.) 1. Spend \$20,000 on the new pavilion and renovations to the basketball court. 2. Complete 100% of the project 3.	
3. RELEVANT ACTIVITY (ACTIVITIES) (An activity is a distinct subset of functions or services within a program to meet the Program Objective.) Funds will be used to obtain quotes to construct a new pavilion and/or renovate the basketball court.	
4. PERFORMANCE MEASURES(S) (Measure the amount of products or services provided or number of customers served. Specific quantifiable measures of progress, results actually achieved and assess program impact and effectiveness. A Performance Measure must be designated as a percentage, a specific dollar amount, or a number.) 1. Amount spent on construction and renovation 2. Percentage of project completion 3.	

ATTACHMENT B

Page 1

Act 461 of 2025 RLS Schedule 20
St. Charles Parish Government

Anticipated Income of Revenue Sources:

(list all sources of revenue)	Amounts
1. State Funding	\$ 20,000
2. Other Sources	\$ 0
Total Sources of Funding	\$ 20,000

Anticipated Expenditures	Total Amount	Line-Item Appropriation Amount (see Footnote 1 below)
Gross Salaries (See Attachment B, Page 2)	\$ 0	\$ 0
Related Benefits (Employer share)	\$ 0	\$ 0
Travel	\$ 0	\$ 0
Operating Services	\$ 0	\$ 0
Professional Services & Contract Services (See Attachment B, Page 3)	\$ 20,000	\$ 20,000
Other Charges (See Attachment B, Page 4)	\$ 0	\$ 0
Acquisitions & Major Repairs	\$ 0	\$ 0
Totals	\$ 20,000	\$ 20,000

(Budget categories listed above reflect a typical budget and may be adjusted by the recipient, with prior agency approval, to reflect actual categories necessary for each individual program. Salaries and Professional & Other Contract Services and Other Charges shall be detailed using Pages 2, 3, and 4 of Attachment B).

All numbers must be rounded to the nearest dollar.

Footnote (1) This column represents expenditures by category and MUST equal total sources listed above.

Footnote (2) This column represents the portion of expenditures by category funded by the state appropriation provided by this Cooperative Endeavor Agreement.

ATTACHMENT B

Page 2

STAFFING CHART

Act 461 of 2025 RLS Schedule 20
St. Charles Parish Government

Name	Title	Total Annual Salary	To be Paid with Appropriation			Full-time/Part-time (# of months worked)
			Salary	Percentage	Related Benefits	
N/A		\$	\$	%	\$	
Totals			\$ 0		\$ 0	

ATTACHMENT B

Page 3

SCHEDULE OF PROFESSIONAL AND OTHER CONTRACT SERVICES

Act 461 of 2025 RLS Schedule 20
St. Charles Parish Government

Individual/Firm	Address	City	State	Zip	Nature of Work Performed and Justification for Services	Total Contract Amount	Total Paid by Appropriation
TBD	TBD	TBD	TBD	TBD	construction of new pavilion	\$ 20,000	\$ 20,000
Total							\$ 20,000

ATTACHMENT B

Page 4

SCHEDULE OF OTHER CHARGES

Act 461 of 2025 RLS Schedule 20
St. Charles Parish Government

Provide a description of the intended use of the funds listed in Other Charges and the dollar amount.

Each use should be listed separately.

Do NOT budget funds in Other Charges that can be placed in another expenditure category.

Description of Use of Funds	Total Contract Amount	Total Paid by Appropriation
N/A	\$	\$
Total		\$ 0

ATTACHMENT B - SUPPLEMENT

BUSINESS PLAN

Narrative for Justification for Plan B or Plan C

Act 461 of 2025 RLS Schedule 20
St. Charles Parish Government

N/A

ATTACHMENT C

Act 461 of 2025 RLS Schedule 20
St. Charles Parish Government

Progress Report for the Period Ending: _____ to _____

Goal: The funds will be used to construct a new pavilion and/or renovate the basketball court.	
Objectives: 1. Spend \$20,000 on the new pavilion and renovations to the basketball court. 2. Complete 100% of the project 3.	
Activity/Activities Performed: Funds will be used to obtain quotes to construct a new pavilion and/or renovate the basketball court.	
Performance Measures: 1. Amount spent on construction and renovation 2. Percentage of project completion 3.	% , \$ amt, or number complete: 1. 2. 3.

ATTACHMENT D

Act 461 of 2025 RLS Schedule 20
St. Charles Parish Government

Progress Report for the Period Ending: _____ to _____

EXPENSE CATEGORY	Amount of Line Item Appropriation from Attachment B, Page 1	Quarterly Expenditures	Total Cumulative Year to Date Expenditures	Balance Remaining
Gross Salaries	\$ 0	\$	\$	\$
Related Benefits	\$ 0	\$	\$	\$
Travel	\$ 0	\$	\$	\$
Operating Services	\$ 0	\$	\$	\$
Professional Services	\$ 20,000	\$	\$	\$
Other Charges	\$ 0	\$	\$	\$
Acquisitions & Major Repairs	\$ 0	\$	\$	\$
Totals	\$ 20,000	\$	\$	\$

NOTE: Proof of payment (copy of check or statement) and invoice/receipt for each expenditure must be submitted with this report.

ATTACHMENT D-1

Act 461 of 2025 RLS Schedule 20
St. Charles Parish Government

Progress Report for the Period Ending: _____ to _____

Instructions: List each Individual and/or Firm and approved budget amount as listed on Page 3 of Attachment B.

Individual / Firm	Address	City	State	Zip	Amount of Line-Item Appropriation from Attachment B	Quarterly Expenditures	Total Cumulative Year to Date Expenditures	Balance Remaining
TBD	TBD	TBD	TBD	TBD	\$ 20,000	\$	\$	\$
Total					\$ 20,000			

NOTE: An Attachment E-1 must be submitted for any sub-contractor listed on this attachment. If the sub-contractor has not been determined, indicate "To Be Determined" in the appropriate column. No expenses will be allowed for a sub-contractor until an Attachment E-1 is completed.

ATTACHMENT E
Disclosure and Certification

Act 461 of 2025 RLS Schedule 20
St. Charles Parish Government

ARTICLE V – TERMINATION FOR CAUSE

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

ARTICLE VI – TERMINATION FOR CONVENIENCE

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

ARTICLE VII – OWNERSHIP

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

ARTICLE VIII – ASSIGNMENT

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

ARTICLE IX – FINANCIAL DISCLOSURE

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

ARTICLE X – AUDITOR'S CLAUSE

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

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

ARTICLE XI – AMENDMENTS IN WRITING

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

ARTICLE XII – FISCAL FUNDING CLAUSE

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

ARTICLE XIII – TERM OF CONTRACT

13.1 This Agreement shall begin on July 1, 2025 and shall terminate on June 30, 2026. Every effort should be made to complete the objectives of the agreement and incur approved expenses by June 30, 2026. There is no extension of the June 30, 2026 deadline without legislative action and approval.

ARTICLE XIV – DISCRIMINATION CLAUSE

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

CONTRACTING PARTY:

THUS DONE AND SIGNED AT Louisiana on

WITNESSES:

Authorized Signer

Print Name and Title

DEPARTMENT OF TREASURY - STATE OF LOUISIANA:

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on

WITNESSES:

Agency Head or Designee

Print Name and Title

ATTACHMENT A - PLAN Act 461 of 2025 RLS Schedule 20	NAME OF CONTRACTING PARTY: St. Charles Parish Government NAME AND BRIEF NARRATIVE OF PROGRAM: recreational upgrades at Kilona Park
1. PROGRAM GOAL (Goals are the intended broad, long-term results. Goals are clear statements of the general end purposes toward which efforts are directed.) The funds will be used to renovate the basketball court and purchase four new goals.	
2. PROGRAM OBJECTIVE(S) (Objectives are intermediate outcomes-specific, measurable steps towards accomplishing the goal, that identify the expected outcomes and results. The program objective must include a percentage, a specific dollar amount or a number.) 1. Spend \$20,000 on renovations for the basketball court 2. Complete 100% of the project 3.	
3. RELEVANT ACTIVITY (ACTIVITIES) (An activity is a distinct subset of functions or services within a program to meet the Program Objective.) Funds will be used to obtain quotes to renovate the basketball court and purchase new goals.	
4. PERFORMANCE MEASURES(S) (Measure the amount of products or services provided or number of customers served. Specific quantifiable measures of progress, results actually achieved and assess program impact and effectiveness. A Performance Measure must be designated as a percentage, a specific dollar amount, or a number.) 1. Amount spend on renovations 2. Percentage of project completion 3.	

ATTACHMENT B
Page 1

Act 461 of 2025 RLS Schedule 20
St. Charles Parish Government

Anticipated Income of Revenue Sources:

(list all sources of revenue)	Amounts
1. State Funding	\$ 20,000
2. Other Sources	\$ 0
Total Sources of Funding	\$ 20,000

Anticipated Expenditures	Total Amount	Line-Item
		Appropriation Amount
	(see Footnote 1 below)	(see Footnote 1 below)
Gross Salaries (See Attachment B, Page 2)	\$ 0	\$ 0
Related Benefits (Employer share)	\$ 0	\$ 0
Travel	\$ 0	\$ 0
Operating Services	\$ 0	\$ 0
Professional Services & Contract Services	\$ 0	\$ 0
(See Attachment B, Page 3)		
Other Charges	\$ 0	\$ 0
(See Attachment B, Page 4)		
Acquisitions & Major Repairs	\$ 20,000	\$ 20,000
Totals	\$ 20,000	\$ 20,000

(Budget categories listed above reflect a typical budget and may be adjusted by the recipient, with prior agency approval, to reflect actual categories necessary for each individual program. Salaries and Professional & Other Contract Services and Other Charges shall be detailed using Pages 2, 3, and 4 of Attachment B).

All numbers must be rounded to the nearest dollar.

Footnote (1) This column represents expenditures by category and MUST equal total sources listed above.

Footnote (2) This column represents the portion of expenditures by category funded by the state appropriation provided by this Cooperative Endeavor Agreement.

ATTACHMENT B

Page 2
STAFFING CHART

Act 461 of 2025 RLS Schedule 20
St. Charles Parish Government

Name	Title	Total Annual Salary	To be Paid with Appropriation			Full-time/Part-time (# of months worked)
			Salary	Percentage	Related Benefits	
N/A		\$	\$	%	\$	
Totals		\$ 0			\$ 0	

ATTACHMENT B

Page 3
SCHEDULE OF PROFESSIONAL AND OTHER CONTRACT SERVICES

Act 461 of 2025 RLS Schedule 20
St. Charles Parish Government

Individual/Firm	Address	City	State	Zip	Nature of Work Performed and Justification for Services	Total Contract Amount	Total Paid by Appropriation
N/A						\$	\$
Total							\$ 0

ATTACHMENT B

Page 4
SCHEDULE OF OTHER CHARGES

Act 461 of 2025 RLS Schedule 20
St. Charles Parish Government

Provide a description of the intended use of the funds listed in Other Charges and the dollar amount.

Each use should be listed separately.

Do NOT budget funds in Other Charges that can be placed in another expenditure category.

Description of Use of Funds	Total Contract Amount	Total Paid by Appropriation
N/A	\$	\$
Total		\$ 0

ATTACHMENT B - SUPPLEMENT

BUSINESS PLAN

Narrative for Justification for Plan B or Plan C

Act 461 of 2025 RLS Schedule 20
St. Charles Parish Government

N/A

ATTACHMENT C

Act 461 of 2025 RLS Schedule 20
St. Charles Parish Government

Progress Report for the Period Ending: to

Goal: The funds will be used to renovate the basketball court and purchase four new goals.	
Objectives: 1. Spend \$20,000 on renovations for the basketball court 2. Complete 100% of the project 3.	
Activity/Activities Performed: Funds will be used to obtain quotes to renovate the basketball court and purchase new goals.	
Performance Measures: 1. Amount spend on renovations 2. Percentage of project completion 3.	% , \$ amt, or number complete: 1. 2. 3.

ATTACHMENT D

Act 461 of 2025 RLS Schedule 20
St. Charles Parish Government

Progress Report for the Period Ending: to

EXPENSE CATEGORY	Amount of Line Item Appropriation from Attachment B, Page 1	Quarterly Expenditures	Total Cumulative Year to Date Expenditures	Balance Remaining
Gross Salaries	\$ 0	\$	\$	\$
Related Benefits	\$ 0	\$	\$	\$
Travel	\$ 0	\$	\$	\$

4.3 Travel expenses, if any, shall be reimbursed only in the event that this Agreement provides for such reimbursement, such travel expenses are included in the Contracting Party's approved compensation, budget or allocated amount, and then only in accordance with Division of Administration Policy and Procedure Memorandum No. 49. Invoices and/or receipts for any pre-approved reimbursable expenses or travel expenses must be provided or attached to periodic invoices for reimbursement.

4.4 Payments by the State under this Agreement will be allowed only for expenditures occurring between and including the dates of July 1, 2025 and June 30, 2026, and this project and all of the Contracting Party's services shall be completed by that date. Payment is contingent upon the availability of sufficient collection of state sales tax revenues credited to the appropriate Fund and upon the approval of this Agreement by the Office of State Procurement or other delegated authority.

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

4.5 The Contract Monitor shall monitor disbursements on a monthly basis. Under circumstances such that the recipient entity has not demonstrated substantial progress towards goals and objectives, based on established measures of performance, further disbursements shall be discontinued until substantial progress is demonstrated or the entity has justified, to the satisfaction of the Agency, reasons for the lack of progress.

Likewise, if the Contracting Party defaults on the Agreement, breaches the terms of the Agreement, ceases to do business, or ceases to do business in Louisiana it shall be required to repay the State within 45 days of the demand, unless approval to retain the funds is obtained from the Division of Administration and the Joint Legislative Committee on the Budget.

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

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

ARTICLE V - TERMINATION FOR CAUSE

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

ARTICLE VI - TERMINATION FOR CONVENIENCE

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

ARTICLE VII - OWNERSHIP

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

ARTICLE VIII - ASSIGNMENT

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

ARTICLE IX - FINANCIAL DISCLOSURE

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

ARTICLE X - AUDITOR'S CLAUSE

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

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

ARTICLE XI - AMENDMENTS IN WRITING

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

ARTICLE XII - FISCAL FUNDING CLAUSE

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

ARTICLE XIII - TERM OF CONTRACT

13.1 This Agreement shall begin on July 1, 2025 and shall terminate on June 30, 2026. Every effort should be made to complete the objectives of the agreement and incur approved expenses by June 30, 2026. There is no extension of the June 30, 2026 deadline without legislative action and approval.

ARTICLE XIV - DISCRIMINATION CLAUSE

14.1 The Contracting Party agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contracting Party agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

CONTRACTING PARTY:

THUS DONE AND SIGNED AT, Louisiana on

WITNESSES:

Authorized Signer

Print Name and Title

DEPARTMENT OF TREASURY - STATE OF LOUISIANA:

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on

WITNESSES:

Agency Head or Designee

Print Name and Title

ATTACHMENT A - PLAN. NAME OF CONTRACTING PARTY: St. Charles Parish Government. NAME AND BRIEF NARRATIVE OF PROGRAM: the Des Allemands bulkhead. 1. PROGRAM GOAL (Goals are the intended broad, long-term results. Goals are clear statements of the general end purposes toward which efforts are directed.) This appropriation will be used for engineering and related services for the improvement of the Des Allemands Bulkhead.

ATTACHMENT B

Page 1

Act 461 of 2025 RLS Schedule 20 St. Charles Parish Government

Anticipated Income of Revenue

Sources:

(list all sources of revenue)

Table with 2 columns: Sources, Amounts. 1. State Funding \$ 250,000; 2. Other Sources \$ 332,570; Total Sources of Funding \$ 582,570

Anticipated Expenditures

Table with 3 columns: Anticipated Expenditures, Total Amount, Line-Item Appropriation Amount. Includes rows for Gross Salaries, Related Benefits, Travel, Operating Services, Professional Services & Contract Services, Other Charges, Acquisitions & Major Repairs. Totals: \$ 582,570 and \$ 250,000

(Budget categories listed above reflect a typical budget and may be adjusted by the recipient, with prior agency approval, to reflect actual categories necessary for each individual program. Salaries and Professional & Other Contract Services and Other Charges shall be detailed using Pages 2, 3, and 4 of Attachment B).

All numbers must be rounded to the nearest dollar.

Footnote (1) This column represents expenditures by category and MUST equal total sources listed above.

Footnote (2) This column represents the portion of expenditures by category funded by the state appropriation provided by this Cooperative Endeavor Agreement.

ATTACHMENT B

Page 2

STAFFING CHART

Act 461 of 2025 RLS Schedule 20 St. Charles Parish Government

Table with 7 columns: Name, Title, Total Annual Salary, Salary, Percenta ge, Related Benefits, Full-time/Part-time (# of months worked). Totals: \$ 0 and \$ 0

ATTACHMENT B

Page 3

SCHEDULE OF PROFESSIONAL AND OTHER CONTRACT SERVICES

Act 461 of 2025 RLS Schedule 20 St. Charles Parish Government

Table with 8 columns: Individual/Firm, Address, City, State, Zip, Nature of Work Performed and Justification for Services, Total Contract Amount, Total Paid by Appropriation. Includes row for All South Consulting Engineers, LLC. Total: \$ 582,570 and \$ 250,000

ATTACHMENT B

Page 4

SCHEDULE OF OTHER CHARGES

Act 461 of 2025 RLS Schedule 20 St. Charles Parish Government

Provide a description of the intended use of the funds listed in Other Charges and the dollar amount.

Each use should be listed separately.

Do NOT budget funds in Other Charges that can be placed in another expenditure category.

Table with 3 columns: Description of Use of Funds, Total Contract Amount, Total Paid by Appropriation. Totals: \$ 0 and \$ 0

ATTACHMENT B - SUPPLEMENT

BUSINESS PLAN
Narrative for Justification for Plan B or Plan C

Act 461 of 2025 RLS Schedule 20
St. Charles Parish Government

N/A

ATTACHMENT C

Act 461 of 2025 RLS Schedule 20
St. Charles Parish Government

Progress Report for the Period Ending: _____ to _____

Goal: This appropriation will be used for engineering and related services for the improvement of the Des Allemands Bulkhead.	
Objectives: 1. Spend \$250,000 on the design of the Des Allemands Bulkhead. 2. Complete 100% of the project by June 30, 2026 3.	
Activity/Activities Performed: Funds will be used for the preliminary design and final design plans for the Des Allemands Bulkhead.	
Performance Measures: 1. Amount spent on design services 2. Percentage of project completion 3.	% , \$ amt, or number complete: 1. 2. 3.

ATTACHMENT D

Act 461 of 2025 RLS Schedule 20
St. Charles Parish Government

Progress Report for the Period Ending: _____ to _____

EXPENSE CATEGORY	Amount of Line Item Appropriation from Attachment B, Page 1	Quarterly Expenditures	Total Cumulative Year to Date Expenditures	Balance Remaining
Gross Salaries	\$ 0	\$	\$	\$
Related Benefits	\$ 0	\$	\$	\$
Travel	\$ 0	\$	\$	\$
Operating Services	\$ 0	\$	\$	\$
Professional Services	\$ 250,000	\$	\$	\$
Other Charges	\$ 0	\$	\$	\$
Acquisitions & Major Repairs	\$ 0	\$	\$	\$
Totals	\$ 250,000	\$	\$	\$

NOTE: Proof of payment (copy of check or statement) and invoice/receipt for each expenditure must be submitted with this report.

ATTACHMENT D-1

Act 461 of 2025 RLS Schedule 20
St. Charles Parish Government

Progress Report for the Period Ending: _____ to _____

Instructions: List each individual and/or Firm and approved budget amount as listed on Page 3 of Attachment B.

Professional Services:

Individual / Firm	Address	City	State	Zip	Amount of Line-Item Appropriation from Attachment B	Quarterly Expenditures	Total Cumulative Year to Date Expenditures	Balance Remaining
All South Consulting Engineers, LLC	652 Papworth Ave	Metairie	LA	70005	\$ 250,000	\$	\$	\$
Total					\$ 250,000			

NOTE: An Attachment E-1 must be submitted for any sub-contractor listed on this attachment. If the sub-contractor has not been determined, indicate "To Be Determined" in the appropriate column. No expenses will be allowed for a sub-contractor until an Attachment E-1 is completed.

**ATTACHMENT E
Disclosure and Certification**

Act 461 of 2025 RLS Schedule 20
St. Charles Parish Government

Entity Name: St. Charles Parish Government

Entity Mailing Address: 15045 River Road, Hahnville, LA 70057

Name of Program: This appropriation will be used for engineering and related services for the improvement of the Des Allemands Bulkhead.

Organization Type: Local Governmental Authority

Private entities required to register with the Secretary of State's office must be in good standing with that office.

Names and Addresses of all officers and directors, including Executive Director, Chief Executive Officer or any person responsible for the daily operations of the entity:

Name	Title	Street Address	City	State	Zip
Michael Palamone	Chief Administrative Officer	15045 River Road	Hahnville	LA	70057
Matthew Jewell	Parish President	15045 River Road	Hahnville	LA	70057

Names and Addresses of all key personnel responsible for the program or functions funded through this agreement:

Name	Title	Street Address	City	State	Zip
Miles Bingham	Director of Public Works and Wastewater	100 River Oaks Drive	Destrehan	LA	70047
Grant Dussom	Chief Financial Officer	15045 River Road	Hahnville	LA	70057
Carla Chiasson	Grants Officer	15045 River Road	Hahnville	LA	70057

List any person receiving anything of economic value from this agreement if that person is a state elected or appointed official or member of the immediate family of a person who is a state elected or appointed official. Include the amount of anything of economic value received and the position held within the organization. Identify the official and the public position held.

Name	Title	Street Address	City	State	Zip

Entity's Statement Regarding Outstanding Audit Issues and Findings:

This entity has outstanding audit issues or findings that are detailed in the report linked or attached above.

**ATTACHMENT F
Travel Expense Reimbursement Report**

DATE	TIME			AREA TRAVELLED		ODOMET ER		MEALS		TOLLS/ FRAIGE		TIPS		OTHER EXPENSES		
	DEP	ARR	Ret. all separately	DEP	ARR	MILES	LOGGING	NUMBER	COST	NUMBER	COST	DESCRIPTION	COST			
TOTALS													\$	\$	\$	\$

ATTACHMENT E-1

Disclosure and Certification Statement
2025 Regular Legislative Session Schedule 20

Contracting Party Name: St. Charles Parish

Name of Program: Des Allemands Bulkhead

Sub-Contractor's Name: All South Consulting Engineers, LLC

Sub-Contractor's Mailing Address: 652 Papworth Ave Metairie LA 70005

Organization Type: (Example: local government, non-profit, corporation, LLP, etc.) LLC

Private entities required to register with the Secretary of State's office must be in good standing with that office.

Names and Addresses of all officers and directors, including Executive Director, Chief Executive Officer or any person responsible for the daily operations of the entity:

Timothy Bonura 535 Betz Pl Metairie, LA 70005
Jens Nielsen Jr 115 Morning Glory Court Belle Chasse, LA 70037
Stevie Smith 125 OLD SCHRIEVER HWY Schriever, LA 70395
Stephen Bourg 4109 Ithaca street Metairie ,LA 70002

Names and Addresses of all key personnel responsible for the program or functions funded through this agreement:

Timothy Bonura 535 Betz Pl Metairie, LA 70005
Jens Nielsen Jr 115 Morning Glory Court Belle Chasse, LA 70037
Stevie Smith 125 OLD SCHRIEVER HWY Schriever, LA 70395
Stephen Bourg 4109 Ithaca street Metairie ,LA 70002

List any person receiving anything of economic value from this agreement if that person is a state elected or appointed official or member of the immediate family of a person who is a state elected or appointed official. Include the amount of anything of economic value received and the position held within the organization. Identify the official and the public position held.

N/A

I hereby certify that this organization has no outstanding audit issues or findings.
 I hereby certify that this organization has outstanding audit issues or findings and is currently working with the State to resolve such issues or findings. (ATTACH COPY OF AUDIT FINDINGS)

I hereby certify that I have reviewed the above information, it is true and correct to the best of my knowledge, and I am the duly authorized representative of the organization.

Stephen Bourg
Signature of Authorized Person

Stephen Bourg Senior Vice President 10/13/2025

Print Name and Title Date

2025-0306

RESOLUTION NO. 6873

A resolution appointing a member to the St. Charles Parish Library Board of Control as the District II Representative.

WHEREAS, there exists a vacancy on the **ST. CHARLES PARISH LIBRARY BOARD OF CONTROL** due to the resignation of Ms. Frances (Annie) F. Harmon on September 30, 2025; and,

WHEREAS, it is the desire of the Parish Council to fill this vacancy. **NOW, THEREFORE, BE IT RESOLVED**, that Ms. Lindsey Tullier 100 Albania Drive, Luling, LA 70070

is hereby appointed to fill the unexpired term on the **ST. CHARLES PARISH LIBRARY BOARD OF CONTROL** as the District II Representative.

BE IT FURTHER RESOLVED, that said appointment shall be effective **IMMEDIATELY** and shall expire **AUGUST 1, 2026**.

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

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

And the resolution was declared adopted this 3rd day of November, 2025, to become effective five (5) days after publication in the Official Journal.

APPOINT Library (unexpired)

CHAIRMAN: Heely Fonseca
SECRETARY: Michelle Impastato
DLVD/PARISH PRESIDENT: November 4, 2025
APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell
RET/SECRETARY: November 5, 2025
AT: 3:05 pm RECD BY: _____

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.

Michelle Impastato
MICHELLE IMPASTATO
COUNCIL SECRETARY

Publish on: November 13, 2025

Public Notice

COASTAL ZONE ADVISORY COMMITTEE

The St. Charles Parish Coastal Zone Advisory Committee will meet on November 21, 2025 at 12:00 p.m. in the Council Chamber of the Parish Courthouse located at 15045 River Road, Hahnville to hear:

Item 1: Election of Officers

Item 2: Presentation by Office of Permitting and Compliance

Item 3: Manager's Briefing

Item 4: Old Business

Item 5: New Business

Item 6: Public Comment

ALTERNATE DATE: N/A
PUBLISH: 11/13, 11/20

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:

- Pierre Davis**
136 Schoolhouse Road, Killona, LA 70066
Lot 37
Block 37
Subdivision: Vicknair Prop.
Nature of violation: Grass cutting & removal of debris
- New Jerusalem Miss. Bapt. Church***
307 W Lawson St., New Sarpy, LA 70047
Lot M008
Block 16
Subdivision: New Sarpy Subd.
Nature of violation: Grass cutting & removal of debris
- Estate of Clark E. Bradshaw**
319 Carolyn Dr., Destrehan, LA 70047
Lot 77
Subdivision: Carolyn Drive Subd.
Nature of violation: Grass cutting & removal of debris
- Louis Clark**
244 Second St., St. Rose, LA 70087
Lot 10
Block 5
Subdivision: Elkinsville Subd. (ST*)
Nature of violation: Grass cutting & removal of debris
- John Barrett Matranga**
147 Dixie Dr., Bayou Gauche, LA 70030
Lot 45
Subdivision: Sunset Subd. Extension
Nature of violation: Grass cutting & removal of debris
- Raina Rae Allen**
317 Hahn St., Hahnville, LA 70057
Lot 1L
Block 5
Subdivision: Village of Hahnville
Nature of violation: Grass cutting & removal of debris
- Norwood 1/42 Thomas**
130 Zack Thomas Ln., Montz, LA 70068
Lot 3698
Subdivision: Picou Pltn. (Montz)
Nature of violation: Grass cutting & removal of debris
- Mary L. J. Charles**
308 Second St., St. Rose, LA 70087
Lot 25
Block 5
Subdivision: Elkinsville Subd. (ST*)
Nature of violation: Grass cutting & removal of debris

PUBLISH: November 13, 2025

Public Notice

PUBLIC NOTICE

29th JUDICIAL DISTRICT COURT IN AND FOR THE PARISH OF ST. CHARLES STATE OF LOUISIANA NO. P-14169 DIVISION "D"

SUCCESSION OF SHARON RAE ELIZABETH FELIU

APPLICATION TO SELL REAL ESTATE AT PRIVATE SALE

The petition of Alice Armstrong, Testamentary Executrix, in the above entitled and numbered matter, with respect, shows that:

1. This Succession is the owner of the following described immovable property, situated in this State and Parish, and more particularly described as follows: **IMMOVABLE PROPERTY A CERTAIN LOT OF GROUND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging in anywise appertaining, situated in the PARISH OF ST. CHARLES, STATE OF LOUISIANA, in that part thereof known as ORMOND PLACE SUBDIVISION, PHASE II, per plan by John P. Marshall, dated October 28, 1983, revised January 10, 1984, attached to act registered in COB 308, folio 462, Entry No. 99464, Conveyance Records of St. Charles Parish, Louisiana. And according to said plan, the said lot is designated as LOT 51 and measures as follows:**

Said LOT 51 fronts 25 feet

along northwesterly right of way line of the South-Easterly leg of an unnamed, triangular running private roadway (said roadway lying within common area Lot 92 of said subdivision) and measures 25 feet in width at the rear, by a depth of 72.15 feet between equal and parallel lines.

All as per survey of Lucien C. Gassen, PLS, dated February 28, 1991.

The improvements thereon bear Municipal No. 51 Ormond Place, Destrehan Louisiana This being the same property acquired by Sharon Felieu by Judgment of Possession from Succession of John Carl Felieu, September 22nd, 2025, and registered in COB 491548, page 1. Subject to restrictions and covenants of record.

2. DH Construction, LLC, a domestic corporation authorized to do and doing business within the jurisdiction of this Honorable Court has made an offer to your Petitioner, as Testamentary Executrix, to purchase the hereinabove described real estate, with the acceptance of the property as is, where is, for the sum and price of \$75,000.00, payable in cash, at the time of the execution of the deed to them.

ANYONE HAVING OPPOSITION TO THIS PROPOSED PRIVATE SALE NEEDS TO FILE AN OPPOSITION IN THE COURT RECORDS WITHIN SEVEN (7) DAY FROM THE DATE OF THE SECOND AND LAST PUBLICATION

Bundee Felieu

St. Charles Parish
Deputy Clerk Of Court

Generated Date:
11/6/2025 11:21 AM



Alteration and subsequent re-filing of this certified copy may violate La. R.S. 14:132, 133, and/or RPC Rule 3.3(a)(3)

PUBLISH: November 13 & 20, 2025

Remond Felieu
 FILE FOR RECORD SUPERIOR
 2025 NOV 6 AM 11:12



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