

ST. CHARLES PARISH PUBLIC NOTICES



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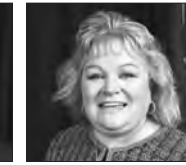
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Councilwoman-At-Large,
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Public Notice

PLANNING & ZONING COMMISSION

THE ST. CHARLES PARISH PLANNING & ZONING COMMISSION WILL MEET ON FEBRUARY 5, 2026 AT 6:00 P.M. IN THE COUNCIL CHAMBER OF THE PARISH COURTHOUSE LOCATED AT 15045 RIVER ROAD, HAHNVILLE TO HEAR:

- 2026-1-MIN** requested by ICG Investing LLC & Blake Lorio for a resubdivision of two lots into two, **313 & 315 River Ridge Drive, Boutte**, Zoning District R-1A, Council District 4.
- 2026-2-MIN** requested by Gaynell Ayo for a resubdivision of one lot into two, **Luke Drive, Bayou Gauche**, Zoning District R-1A(M), Council District 4.
- 2026-1-SPU** requested by GM Elite Co. for Automobile Fleet Services in a C-3 zoning district, **150 Almedia Plantation Drive, St. Rose**, Council District 5.
- 2026-1-ORD** requested by **Walter Pilié, Councilman, District III & Michelle O'Daniels, Councilwoman, District V** to amend the St. Charles Parish Zoning Ordinance of 1981, Section VII. – Supplemental use and performance regulations, Large Solar Energy Systems (LSES).

ALTERNATE DATE: 2/12
PUBLISH: 1/22, 1/29, 2/5

Public Notice



ST. CHARLES PARISH PUBLIC SCHOOLS
I. ADVERTISEMENT FOR BIDS

Sealed bids will be received by the St. Charles Parish School Board Transportation Department until 9:00 a.m. on Wednesday February 4, 2026 for the following:

ULTRA LOW SULFUR DIESEL FUEL

Bidding Documents may be obtained by contacting Gordon Terrell at the St. Charles Parish School Board Transportation Department, 13855 River Road, Luling, Louisiana 70070, by phone at (985) 785-7216, or by email at GTerrell@wearescps.org

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

- 1st Printing – January 8, 2026
- 2nd Printing – January 15, 2026
- 3rd Printing – January 22, 2026

Bid specifications are also available on the St. Charles Parish Public School Board website www.wearescps.org. It is located under "Resources". Select "Online Bids, RFPs, etc."

The owner reserves the right to reject any and all bids and to waive any informalities incidental thereto.

ST. CHARLES PARISH SCHOOL BOARD
Dr. Ken Oertling, Superintendent
13855 River Road
Luling, Louisiana 70070

Publish: January 8, 15, & 22, 2026

Public Notice



ST. CHARLES PARISH PUBLIC SCHOOLS
I. ADVERTISEMENT FOR BIDS

Sealed bids will be received by the St. Charles Parish School Board Transportation Department until 9:00 a.m. on Wednesday, February 4, 2026 for the following:

**UNLEADED PLUS GASOLINE (89.0 octane)
With up to 10% Ethanol**

Bidding Documents may be obtained by contacting Gordon Terrell at the St. Charles Parish School Board Transportation Department, 13855 River Road, Luling, Louisiana 70070, by phone at (985) 785-7202, or by email at GTerrell@wearescps.org

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

- 1st Printing – January 8, 2026
- 2nd Printing – January 15, 2026
- 3rd Printing – January 22, 2026

Bid specifications are also available on the St. Charles Parish Public School Board website www.wearescps.org. It is located under "References". Select "Online Bids, RFPs, etc."

The owner reserves the right to reject any and all bids and to waive any informalities incidental thereto.

ST. CHARLES PARISH SCHOOL BOARD
Dr. Ken Oertling, Superintendent
13855 River Road
Luling, Louisiana 70070

Publish: January 8, 15, & 22, 2026

Public Notice



MATTHEW JEWELL
PARISH PRESIDENT
BRENDA J. CAMPOS
PROCUREMENT OFFICER

**St. CHARLES PARISH
PROCUREMENT**

SEALED BIDS WILL BE RECEIVED BY ST. CHARLES PARISH UNTIL:
11:00a.m – February 3, 2026

AT THE ST. CHARLES PARISH PROCUREMENT OFFICE, P. O. BOX 302, 15045 RIVER ROAD, PARISH COURTHOUSE, 3rd FLOOR PARISH PRESIDENT'S OFFICE, HAHNVILLE, LOUISIANA, 70057, EITHER BY MAIL, HAND DELIVERED OR ON-LINE AT: <https://www.centralbidding.com> PROMPTLY THEREAFTER, THE BID(S) WILL BE PUBLICLY OPENED AND READ ALOUD IN THE COUNCIL CHAMBERS, 2nd FLOOR OF THE ST. CHARLES PARISH COURTHOUSE FOR THE FOLLOWING BID(S):

Bid# 1036 – 1 Year Contract for Baseball Uniforms with 1 year option to Renew

Bid# 1037 – 1 Year Contract for Softball Uniforms with 1 year option to Renew

Bid# 1038 – One Time Purchase of a 2026 Grapple Truck

Bid 1039 – 1 Year Contract for XZ- 85 Steel Sheet Piling

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

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

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

BID ADVERTISED:
ST. CHARLES HERALD GUIDE
January 15, 2026
January 22, 2026

Public Notice



ADVERTISEMENT FOR BIDS

A. PROJECT IDENTIFICATION

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

**HAHNVILLE HIGH ATHLETIC FIELD
PARKING & SIDEWALK IMPROVEMENTS**

Bids will be received at the **St. Charles Parish Schools Central Office Board Room**, 13855 River Road, Luling, Louisiana 70070 at **2:00 P.M., LOCAL TIME, Wednesday, February 18, 2026**, at which time the bids will be publicly opened and read aloud in the 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.centralauctionhouse.com. Printed copies may be obtained from **Infinity Engineering Consultants, LLC** (504-304-0548) upon payment of a deposit of \$100.00 for each set of documents. The deposit or a portion of the deposit is returnable as provided in the Instructions to Bidders.

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

All other questions regarding the scope of work of the project should be directed to the Project Engineer in writing via email only: sjhurt@infinityec.com

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 Schools Board Room**, 13855 River Road, Luling, LA 70070 on **Tuesday, February 10, 2026, at 2:00 p.m.** Attendance at this pre-bid conference is **Mandatory**.

F. ADVERTISEMENT DATES

LEGAL AD TO RUN: January 22, 2026
January 29, 2026
February 5, 2026

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

Public Notice

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

Publish: January 15 & 22, 2026

Public Notice

The United Way of St. Charles is applying to the St. Charles Parish Sheriff's Office for a permit to conduct the **UNITED WAY OF ST. CHARLES BRIDGE RUN** at the West Bank Bridge Park, 13825 River Road, Luling, LA 70070 in the Parish of St. Charles. Alcohol will be served at this event.

The time of the event:
Saturday, March 28, 2026, 6am – 2pm

Publish: January 15 & 22, 2026

Public Notice

Anyone knowing the whereabouts of **Christopher Kimble**, please contact Jane Chauvin of Chauvin Law Firm, LLC, 1904 Ormond Blvd., Ste. 203, Destrehan, LA 70047; 985-307-0281. Important property rights involved!

Publish: January 22 & 29, 2026

Public Notice

We are applying to the St. Charles Parish Sheriff's Office for a permit to conduct the **Holy Family Catholic Church Food Truck Friday on Friday, April 10, 2026** at Holy Family Catholic Church, 155 Holy Family Lane, Luling, LA 70070 in the Parish of St. Charles. Alcohol will not be served at this event.

The time of the festival/event:
Friday, April 10, 2026 from 4:00pm – 8:00pm

Publish: January 22 & 29, 2026

Public Notice

Public Notice

(Notice of Intention to Introduce Bill - 2026 Regular Legislative Session)

Public notice is hereby given, as provided by R.S. 47:1907.1 that there will be introduced at the forthcoming session of the Legislature of Louisiana, to be convened on March 9, 2026, a bill relative to authorizing assessors in this state to increase their annual salary compensation in an amount not to exceed five percent annually through Fiscal Year 2028-2029; and to provide for related matters.

Publish: January 22 & 29, 2026

Public Notice

ORDINANCES AND RESOLUTIONS INTRODUCED FOR PUBLIC HEARING BY THE ST. CHARLES PARISH COUNCIL, ON MONDAY, JANUARY 26, 2026, 6:00 P.M., COUNCIL CHAMBERS, PARISH COURTHOUSE, 15045 RIVER ROAD, HAHNVILLE:

2025-0401 (1/12/26, Jewell, M. Bingham)
An ordinance approving and authorizing the execution of a Contract with Curranco, LLC, for the Primrose Canal Cleaning and Improvements – Phase 1B (Project No. P210202), in the amount of \$1,507,765.04.

2026-0018 (1/12/26, Skiba)
An ordinance of the Parish of St. Charles providing that the Code of Ordinances, Parish of St. Charles, be amended by revising Section 15-5, Motor Vehicles and Traffic, of said Code, to provide for the installation of “**NO OVERNIGHT PARKING**” signs on Weinnig Drive in Luling.

2026-0022 (1/12/26, Jewell, M. Bingham)
An ordinance approving and authorizing the execution of a Temporary and Permanent Right-of-Way, Easement and Servitude Agreement by the Parish President for the granting of same to International-Matex Tank Terminals, LLC, adjacent to and under Abadie Lane, St. Rose, Louisiana as described in the attached Agreement with Exhibits A and B.

PUBLISH: January 15, 22, 2026

Public Notice

PUBLIC NOTICE

COMMUNITY SERVICE ANNOUNCEMENT

Residents of St. Charles Parish may be eligible for financial assistance with their utility bills through the Low-Income Home Energy Assistance Program. The Low-Income Energy Assistance Program administrator through St. Charles Parish Department of Community Services Office located at 14564 River Road New Sarpy, Louisiana. All applicants must demonstrate permanent residence in St. Charles Parish and meet the following income guidelines identified by the state of Louisiana.

How to Apply:
St. Charles Parish residents can call (983)764.7944 for information and/or to schedule an appointment beginning January 26, 2026, between the hours of 8:30 A.M. to 4:00 P.M., Monday thru Friday.

Information needed to Apply:

1. Check Stubs from the previous 30 days for employed household members (Ex: Check Stub-Bi-Weekly-2, Weekly-4)
2. Current Utility bill (ATMOS & ENERGY)
3. Social Security cards for everyone living in the household
4. SNAP recipients must present household electronic notice from (DCFS Department of Children and Family Services) (within 30 days)
5. Self-employed applicants must provide recent Federal Income Tax Returns with all attachments.
6. Laid off or Terminated applicants must provide Laid-Off Slip or Terminated Notice.
7. Driver's License, Children aged eighteen (18) and up must have a government ID

*Additional proof of address identification (ex: voter of registration card, rent/lease agreement, rent receipt, another bill with your name and same addresses.

Income Documents – Gross Wages and Salary, Self-Employment Net Receipt, Social Security, Social Security Supplement (SSI) Social Security Disability, Railroad Retirement, Unemployment Compensation, Strike benefits from union funds, Workman Compensation Benefits, Veteran's Payments, Training Stipends, Alimony, Military Family Allowments, Private Pensions, Government Employee Pensions, Insurance or Annuity Payments, Dividends and Interests, Net Rental Income, Net Royalties, Periodic receipts from Estates or Trusts, Net gaming winnings, Jury Duty Compensation, Family Independent Temporary Assistance Program (FITAP) and Regular Contributions

Louisiana 2026 Income Eligibility Guidelines (10/01/2025 to 09/30/2026) (Based on 60% Estimated State Median Income Levels)

# Household Members	Annual Household Income Limit
1	\$38,618
2	\$48,039
3	\$49,460
4	\$58,882
5	\$68,303
6	\$77,724
7	\$79,490
8	\$81,257
9	\$83,023
10	\$84,790

NOTE: It is policy of this agency to ensure equal opportunity in all aspects of its programs without regard to race, color, national origin, age, sex, religion and or disability. "Equal Opportunity Employer/Program" And "Auxiliary Aids and Services Are Available upon Request to individuals with Disabilities" Contact Louisiana Relay-Dial 711.

Publish: January 22 & 29, 2026

Sheriff's Sale

ADVERTISEMENT - PARTITION SALE SHERIFF'S OFFICE Suit No: (45) 91520-D Date: Wednesday, December 3, 2025

DEBORAH IBARRA MARONGE vs THOMAS F IBARRA, RONALD J. MARONGE AND RODNEY NAQUIN Parish of St. Charles 29th Judicial District Court State of Louisiana

BY VIRTUE OF AND IN OBEDIENCE TO A COURT ORDER DIRECTED TO ME BY THE HONORABLE 29TH JUDICIAL DISTRICT COURT IN AND FOR THE PARISH OF ST. CHARLES, STATE OF LOUISIANA, DATED FRIDAY, NOVEMBER 21, 2025, I SHALL PROCEED TO SELL AT PUBLIC AUCTION AT THE FRONT DOOR OF THE COURTHOUSE IN WHICH THE CIVIL DISTRICT COURT OF THE PARISH OF ST. CHARLES IS HELD ON WEDNESDAY, FEBRUARY 25, 2026, AT 10:00 AM, TO THE LAST AND HIGHEST BIDDER, FOR CASH, THE FOLLOWING DESCRIBED PROPERTY TO-WIT: A CERTAIN LOT OR PORTION OF GROUND, together with all the buildings and improvements thereon, located in the Parish of St. Charles, State of Louisiana and being a portion of a larger tract of land referred to as Tract No. Four (4) as per survey of Frank T. Payne, C.E., dated the 27th day of August, 1917 and duly recorded in the Conveyance Office of the Parish of St. Charles, State of Louisiana, for reference; said lot of ground being more fully described as follows:

FARM LOT NO. FOUR (4); A certain tract of land forming part of what was originally the "Ormond Plantation" situated in the Parish of St. Charles on the left bank of the Mississippi River and designated as Lot No. Four (4) on a certain plan of survey and dated New Orleans, Louisiana, August 27, 1917, by Frank T. Payne, C.E. and Surveyor on-which said plan the said lot is marked for which said plan the said lot is marked for identification "L.B. Schexnaydre" and measures front on said river at right angles two hundred fifty one and 40/100 (251.40_) feet and running in depth to the forty(40) arpent line a distance on the upper line from the said river to the said forty (40) arpent line seven thousand two hundred twenty-six (7226) feet and running in depth from said river to the said forty (40) arpent line on the lower line seven thousand two hundred twenty-eight (7228) feet which said lot Four (4) is bounded above by Lot No. Five (5) belonging to A. J Schexnaydre and below by Lot No. Three (3) belonging to P.N. Schexnaydre, together with all the batture rights and rights of accretion, as well as all of the buildings and improvements, rights, ways, servitudes, privileges and advantages thereunto belonging or in anywise appertaining. LESS AND EXCEPT that certain portion of the above-described tract sold to Murryhill, Inc. On March 16, 1984 recorded at COB 311 folio 376, and described as follows: A CERTAIN PIECE OR PORTION OF GROUND situated in the State of Louisiana, St. Charles Parish, Section 11, T12 S. R 8 E, ORMOND PLANTATION, Farm Lot 4, bounded by River Road, Carolyn Drive Subdivision, Ormond Country Club Estates and River Point Subdivision, designated as Parcel C, Parcel D and a portion of Parcel Band more fully described as follows: Commence at the intersection of the easterly right of way line of River Road (Jefferson Highway) and the southerly line of Carolyn Drive Subdivision; measure thence along said southerly line N 46 21' 20" E, a distance of 885.44 feet to a .point, the point of beginning. Measure thence from the point of beginning along said southerly line N 46 21' 20n E a distance of 5200.98 feet to a point on the westerly line of Ormond Country Club Estates; thence along said westerly line

S34 13' 09" E a distance of 288.15 feet to a point on the northerly right of way line of River Point Subdivision; thence along said northerly lines S 46 37'50" W a distance of 5155.10 feet; thence N 43 22' L 0" W a distance of 259.52 feet to a point on the southerly line of Carolyn Drive Subdivision, the point of beginning. BEING the same property acquired by Eleanor Kuhn Fresh by Act of Sale by Succession of Jacob Kuhn, Jr., a/k/a Jacob J. Kuhn, before William L. Landry, Notary Public, on March 29, 1972, registered in COB 123, folio 529, of the Parish of St. Charles, State of Louisiana. BEING the same property acquired by Antoinette K. Ibarra, Deborah Ibarra Maronge, Angela D. Maronge and Ronald J. Maronge through Judgment of Possession of Eleanor Kuhn Fresh, in the 29th JDC in the Parish of St. Charles, Docket# P-4743 "C", recorded on October 5, 1995.

SAID SALE TO BE HELD WITH APPRAISEMENT AND THE PROCEEDS TO BE PARTITIONED IN ACCORDANCE WITH JUDGMENT ISSUED BY THE AFOREMENTIONED HONORABLE COURT, THROUGH JOSEPH ROCHELLE NOTARY PUBLIC. ALL COSTS OF THESE PROCEEDINGS TO BE ASSESSED AGAINST THE GROSS PROCEEDS OF THIS SALE. TERMS AND CONDITIONS OF SALE: CASH IN THE FORM OF A CASHIER'S CHECK DUE BY 2:00 P.M. DAY OF THE SALE. GREG CHAMPAGNE - SHERIFF & EXOFFICIO TAX COLLECTOR St. Charles PARISH PUBLISH ON: January 22, 2026 February 19, 2026 SCSO-CIV-222-0306

Sheriff's Sale

SHERIFF'S SALE SHERIFF'S OFFICE Suit No: (45) 92294-X Date: Thursday, November 06, 2025 KEPPNER ENTERPRISES INC. D/B/A PUROCLEAN OF METAIRIE VS JUANITA MARINO AND RUCHE MARINO 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 FIERI FACIAS directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: THURSDAY, OCTOBER 23, 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, JANUARY 28, 2026, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit: FOUR CERAIN LOTS OR PORTIONS OF GROUND, together with all improvements thereon, all rights, ways, privileges, servitudes, and advantages, thereunto belonging or in anywise appertaining, situated in the State of Louisiana, Parish of SL Charles, on the left descending bank of the Mississippi River, in what is known as Subdivision of a portion of the East Half (E1/2) of Lot "B", as per survey of E.M. Collier, C.E., dated October, 1952, a copy of which said plan is on file in the office of the Clerk of Court and Register of Conveyances for this Parish for reference. And according to said map or survey of the Four (4) certain lots of portions of ground are designated as Lots Nos. Sixteen (16), Seventeen (17), Eighteen (18) and Nineteen (19) of Block Three (3) which adjoin each other and are situated adjacent to a body of water. Each lot measures fifty (50') feet front on a forty (40") foot road, by a depth between equal and parallel lines of Eighty-four and 4/10 (84.4') feet. Improvements thereon hear the Mu-

nicipal No. 821 Marino Drive, Norco, LA 70079. Being the same property acquired by the mortgagors herein by Cash Sale from Ascension Savings and Loan Association, by act before George T. Oubre, Notary Public, on May 19, 1967 and recorded in COB 67, folio 160. The above described property is subject to the following:

1. Oil, gas and mineral lease with waiver of surface rights dated July 3, 1968, recorded at COB 82, folio 535, Parish of St. Charles, State of Louisiana.
2. Any outstanding mineral conveyances, mineral reservations, mineral releases, mineral servitudes and any existing casements, servitudes, rights of ways, and leases of any nature or kind whatsoever, of record and in existence.
3. Encroachments, boundary disputes, overlaps, rights of parties in possession, servitudes and other adverse matters, if any, as would disclosed on a current, accurate survey and inspection of the subject property.

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: **SEVENTY-ONE THOUSAND EIGHT HUNDRED AND SEVENTY-FOUR AND FIFTY-FOUR (\$71,874.54) 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: December 25, 2025**

January 22, 2026 GREG CHAMPAGNE-SHERIFF & EX-OFFICIO TAX COLLECTOR ST. CHARLES PARISH ATTORNEY FOR PLAINTIFF: Jason T Olivier 281 Highland Dr. Mandeville, LA 70471 504-871-8172 SCSO-CIV-209-0402

Sheriff's Sale

SHERIFF'S OFFICE SHERIFF'S SALE Suit No: (45) 95298-D Date: Tuesday, December 30, 2025 THE HUNTINGTON NATIONAL BANK vs TERRY P. CAMBRE 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, FEBRUARY 11, 2025, in the above entitled and numbered cause, I shall proceed to sell at public auction at the front door of the Courthouse of which the Civil District Court of the Parish of St. Charles is held on WEDNESDAY, FEBRUARY 04, 2026, at 10:00 AM, to the last and highest bidder for cash, the following described property, to wit: 2021 CHEROKEE 324TS (VIN NO. 4X4TCKH24MX149895) And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: **THIRTY-EIGHT THOUSAND EIGHT HUNDRED AND TEN AND TWENTY-SEVEN (\$38,810.27) DOLLARS**, along with interest and attorney's fees and all other costs including my own costs and charges.

Terms and conditions of sale: CASH IN THE FORM OF A CASHIER'S CHECK DUE BY 2:00 P.M. DAY OF THE SALE. GREG CHAMPAGNE, SHERIFF & EXOFFICIO TAX COLLECTOR ST. CHARLES PARISH PUBLISH ON: January 22, 2026 ATTORNEY FOR PLAINTIFF: Emily E. Holley 3510 N. Causeway Blvd., Suite 600 Metairie, , LA 70002 504-831-7726 SCSO-CIV-209-0402

Sheriff's Sale

SHERIFF'S SALE
SHERIFF'S OFFICE
 Suit No: (45) 96609-E
Date: Friday, November 21, 2025
GITSIT SOLUTIONS, LLC, NOT
IN ITS
INDIVIDUAL CAPACITY BUT
SOLELY IN ITS
CAPACITY AS SEPARATE
TRUSTEE OF GV
TRUST 2025-1
 vs
YOLANDA B. SMITH A/K/A
YOLANDA
BACCHETTA SMITH
GREG CHAMPAGNE, SHERIFF
P.O. Box 426
HAHNVILLE, LA 70057
Parish of ST. CHARLES
29th Judicial District Court
State of Louisiana

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

MONDAY, NOVEMBER 10, 2025, in the above entitled and numbered cause, I shall proceed to sell at public auction at the principal front door of the Court-house of which the Civil District Court of the Parish of St. Charles is held on WEDNESDAY, JANUARY 28, 2026, at 10:00 A.M. to the last and highest bidder for cash, the following described property, to wit:

A CERTAIN TRACT OF LAND OR PARCEL OF GROUND, TOGETHER WITH ALL OF THE BUILDINGS AND IMPROVEMENTS THEREON, AND ALL OF THE RIGHTS, WAYS, PRIVILEGES, SERVITUDES, ADVANTAGES AND APPURTENANCES, AND PRESCRIPTIONS AND PRESCRIPTIVE RIGHTS, BOTH LIBERTIVE AND ACQUISITIVE, THEREUNTO BELONGING OR IN ANYWISE APPERTAINING, SITUATED IN BOUTTE, PARISH OF ST. CHARLES, STATE OF LOUISIANA, IN WHAT IS KNOWN AS CORONADO PARK WEST SUBDIVISION, A SUBDIVISION OF FARM LOTS 21, 22, AND 23 OF ELLINGTON PLANTATION, ALL IN SECTION 48, 50 AND 57, T13S, R21E, AND SECTION 6, T14S, R21E, ACCORDING TO A SURVEY OF CORONADO PARK WEST BY R.L. SCHUMANN AND ASSOCIATES, LAND SURVEYORS, DATED MARCH 21, 1977, THE LOT CONVEYED HEREIN IS DESIGNATED AS LOT NO. 2 OF SQUARE I-A (FORMERLY PARCEL A) LOT NO. 2 OF SQUARE I-A, (FORMERLY PARCEL A), HAS A WIDTH FRONTING ON CORONADO DRIVE OF 70.00 FEET, SAME WIDTH IN THE REAR, BY A DEPTH BETWEEN EQUAL AND PARALLEL LINES OF 115.0 FEET; subject to restrictions, servitudes, right-of-way and outstanding mineral rights of record affecting the property. And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of:

TWO HUNDRED AND SEVENTY-EIGHT THOUSAND AND FIFTY-TWO AND EIGHTY-SIX (\$278,052.86) DOLLARS, along with interest and attorney's fees and all other costs including my own costs and charges.

TERMS AND CONDITIONS OF SALE: CASH IN THE FORM OF A CASHIER'S CHECK DUE BY 2:00 P.M. DAY OF THE SALE. PUBLISH ON: December 25, 2025 January 22, 2026

GREG CHAMPAGNE-SHERIFF & EX-OFFICIO TAX COLLECTOR
ST. CHARLES PARISH ATTORNEY FOR PLAINTIFF:
Zachary G. Young
1505 North 19th Street P.O. Box 2867
Monroe, LA 71207
SCSO-CIV-209-0402

Public Notice

Monday, December 8, 2025
Council Chambers

BOARD OF COMMISSIONERS OF THE (9-1-1)
ST. CHARLES PARISH COMMUNICATIONS DISTRICT

PRESENT:

Major Sam Zinna, Sheriff's Office Representative
 Chief Armond Bourque, Parish President's Representative
 Chief Oliver Dufrene, Firemen's Association
 Chief Michael Heath, Parish Council Representative
 EMS Director Huey Marcel, St. Charles Hospital Representative
 Lt. Mikel Melton, Sheriff's Office Representative
 Amber Walsh, Minute Clerk

ABSENT:

Captain Johnny Bourgeois, Firemen's Association

IN ATTENDANCE:

Angel Maranto / 9-1-1 Assistant Director

CALL TO ORDER:

Major Zinna called the Monday, December 8, 2025, meeting of the Board of Commissioners of the St. Charles Parish Communications District to order at 5:01 p.m., which was held in the Council Chambers.

Major Zinna announced that there was no meeting held on November 10, 2025, due to lack of a quorum.

SILENT PRAYER & PLEDGE:

Time for a silent prayer was given followed by the Pledge of Allegiance.

Motion was made by Mr. Marcel and seconded by Chief Bourque approving minutes of the meeting held on Monday, October 13, 2025.

YEAS: ZINNA, BOURQUE, DUFRENE, HEATH, MARCEL, MELTON
 NAYS: NONE
 ABSENT: BOURGEOIS
 Motion carried.

REPORTS OF OFFICERS, BOARDS AND STANDING COMMITTEES:

A. SECRETARY/TREASURER REPORT:

Motion was made by Mr. Marcel and seconded by Chief Dufrene approving payment of Herald/Guide Invoice # 118773 dated November 30, 2025, in the amount of \$54,12.
 YEAS: ZINNA, BOURQUE, DUFRENE, HEATH, MARCEL, MELTON
 NAYS: NONE
 ABSENT: BOURGEOIS
 Motion carried.

B. 9-1-1 DIRECTOR'S REPORT:

Assistant Director Angel Maranto gave a brief overview on personnel, maintenance, etc., for the 9-1-1 Communications Center.

UNFINISHED OLD BUSINESS:

The 700 redundant radio system has been completed and the shared portion of the final cost with the Sheriff's Office is approximately \$632,000.00. The district is awaiting a reimbursement request from the Sheriff's Office.

NEW BUSINESS:

A. Motion was made by Chief Bourque and seconded by Chief Dufrene to approve the transfer \$23,000.00 from Acct. # 305 (Office and Communication Equipment) to Acct. # 210 (Advertising, Dues, and Subscriptions) for the annual subscription to CommsCoach AI by GovWorx for integration of technology into the QA, training and evaluations process.
 YEAS: ZINNA, BOURQUE, DUFRENE, HEATH, MARCEL, MELTON
 NAYS: NONE
 ABSENT: BOURGEOIS
 Motion carried.

B. Motion was made by Mr. Marcel and seconded by Lt. Melton to adopt the 2026 meeting schedule for the St. Charles Parish Communications District.
 YEAS: ZINNA, BOURQUE, DUFRENE, HEATH, MARCEL, MELTON
 NAYS: NONE
 ABSENT: BOURGEOIS
 Motion carried.

C. Election of Officers for 2026 to the 9-1-1 Communications District Board of Commissioners

Nomination for the position of President:

Mr. Marcel nominated Major Zinna for President, seconded by Chief Bourque. Major Zinna asked for any other nominations for President three times. Lt. Melton made a motion to close the nomination for President seconded by Chief Dufrene.
 YEAS: ZINNA, BOURQUE, DUFRENE, HEATH, MARCEL, MELTON
 NAYS: NONE
 ABSENT: BOURGEOIS
 Motion carried.

Major Zinna accepts the position of President for 2026.

Nomination for the position of Vice President:

Chief Dufrene nominated Chief Bourque for Vice President, seconded by Chief Heath. Major Zinna asked for any other nominations for Vice President three times. Chief Dufrene made a motion to close the nomination for Vice President seconded by Mr. Marcel.
 YEAS: ZINNA, BOURQUE, DUFRENE, HEATH, MARCEL, MELTON
 NAYS: NONE
 ABSENT: BOURGEOIS
 Motion carried.

Chief Bourque accepts the position of Vice President for 2026.

Nomination for the position of Secretary/Treasurer:

Mr. Marcel nominated Captain Bourgeois for the position of Secretary/Treasurer, seconded by Chief Bourque. Maj. Zinna asked for any other nominations for Secretary/Treasurer three times. Chief Bourque made a motion to close the nomination for Secretary/Treasurer seconded by Mr. Marcel.
 YEAS: ZINNA, BOURQUE, DUFRENE, HEATH, MARCEL, MELTON
 NAYS: NONE
 ABSENT: BOURGEOIS
 Motion carried.

Due to the absence of Captain Bourgeois, it will be confirmed at the January 12th meeting if he accepts the position of Secretary/Treasurer for 2026.

ANNOUNCEMENTS:



Maj. Zinna announced that the Christmas party will be on December 18th at 2:00.

The next regular meeting will be held on Monday, January 12, 2026, at 5:00 p.m. at the 9-1-1 Center.

Motion to adjourn was made by Chief Bourque and seconded by Mr. Marcel.
 YEAS: ZINNA, BOURQUE, DUFRENE, HEATH, MARCEL, MELTON
 NAYS: NONE
 ABSENT: BOURGEOIS
 Motion carried.

There being no further business, Maj. Zinna adjourned the meeting at 5:20 p.m.

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.

ATTEST:  TEST: 
 SAM ZINNA, PRESIDENT
 ST. CHARLES PARISH COMMUNICATIONS DISTRICT (9-1-1)
 JOHNNY BOURGEOIS, SECRETARY/TREASURER
 ST. CHARLES PARISH COMMUNICATIONS DISTRICT (9-1-1)

Publish: January 22, 2026

Public Notice

ORDINANCES AND RESOLUTIONS ADOPTED AT THE MEETING OF DECEMBER 15, 2025, COURTHOUSE, HAHNVILLE, HAVE BEEN PUBLISHED AS AN OFFICIAL EXTRACT OF THE MINUTES IN A PREVIOUS EDITION OF THE OFFICIAL JOURNAL.



St. Charles Parish

Meeting Minutes

Parish Council

Final

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

St. Charles Parish
 Courthouse
 16046 Highway 18
 P.O. Box 302
 Hahnville, LA 70057
 955-783-5125
 www.stcharlesparish.gov

Monday, December 15, 2025 6:00 PM Council Chambers, Courthouse

ATTENDANCE

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

Also Present

Parish President Matthew Jewell, Legal Services Director Corey Oubre, Legal Services Assistant Director Robert Raymond, Deputy Chief Administrative Officer Samantha de Castro, Chief Operations Officer Darin Duha, Finance Director Grant Dussan, Public Works Director Miles Bingham, Planning & Zoning Director Michael Albert, Grants Officer Carla Chiasson, Michelle Impastato, Council Secretary

CALL TO ORDER

PRAYER / PLEDGE

Pastor Alice Boutte
 New Life Community Church, Luling

APPROVAL OF MINUTES

A motion was made by Councilmember Skiba, seconded by Councilmember O'Daniels, to approve the minutes from the regular meeting of December 1, 2025. The motion carried by the following vote:

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

Nay: 0

SPECIAL BUSINESS (PROCLAMATIONS, CANVASS RETURNS, ETC.)

2025-0370

In Memoriam: Terry Paul Authement

Sponsors: Ms. Fonseca

2025-0376

In Recognition: Karly Estay Boudraux, Festival of Charities Ms Queen VI

Sponsors: Mr. Comardelle

Read

2025-0380

In Recognition: Zoe Jolie Labit, Festival of Charities Miss Queen XVII

Sponsors: Mr. Pilié

Read

2025-0381

In Recognition: Mayah La'Shae August, Festival of Charities Teen Queen XVII

Sponsors: Mr. Mobley

Read

2025-0382

In Recognition: Alysia "Lacy" Marie Cazalot, Festival of Charities Butterfly Queen

Sponsors: Ms. O'Daniels

Read

2025-0383

In Recognition: Alexis Marie O'Connor, Festival of Charities Ambassador Queen

Sponsors: Ms. Wilson

Read

2025-0388

Proclamation: "National Blood Donor Month"

Sponsors: Mr. Jewell

2025-0367

An ordinance authorizing the issuance by the Parish of St. Charles, State of Louisiana of its Limited Tax Bond (ARC) in the amount of Three Million Seven Hundred Thirty-Five Thousand Dollars (\$3,735,000) and providing for other matters in connection therewith.

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

Reported:

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

Public Hearing Requirements Satisfied

Yea: 0

Nay: 0

Council Discussion

Mr. Akers spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE

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

Nay: 0

Enactment No: 25-12-4

2025-0387

A resolution approving the holding of an election by Hospital Service District No. 1 of the Parish of St. Charles, State of Louisiana, on Saturday, May 16, 2026, to authorize the renewal of a special tax therein.

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

Reported:

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

Public comment opened

St. Charles Parish Hospital Chief Executive Officer Keith Dacus spoke on the matter.

Council Discussion

VOTE ON THE PROPOSED RESOLUTION

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

Nay: 0

Enactment No: 16679

REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)

2025-0384

St. Charles Council on Aging, Inc. Ms. April Keller, Executive Director, reported. Councilwoman O'Daniels spoke on the matter. Ms. Keller spoke on the matter. Councilwoman Wilson spoke on the matter.

Reported

2025-0385

Department of Finance Chairman Fonseca introduced Ms. Amy Verberne, CPA with Carr, Riggs & Ingram, LLC to present audit report. Ms. Amy Verberne, CPA with Carr, Riggs & Ingram, LLC spoke on the matter. Councilman Fisher spoke on the matter. Ms. Verberne spoke on the matter. Chairman Fonseca spoke on the matter.

Reported

2025-0386

Parish President Remarks/Report Sponsors: Mr. Jewell Parish President Matthew Jewell reported.

Reported

IN ACCORDANCE WITH ARTICLE IV, SECTION B OF THE HOME RULE CHARTER, CHAIRMAN FONSECA AUTHORIZED THAT THE ORDINANCES, HAVING BEEN PRESENTED FOR INTRODUCTION, DISTRIBUTED TO COUNCIL MEMBERS AND THE PARISH PRESIDENT, AND NOT REJECTED BY TWO-THIRDS OF THE COUNCIL MEMBERS, ARE TO BE PUBLISHED IN SUMMARY FORM AS FOLLOWS IN THE OFFICIAL JOURNAL WITH NOTICE OF PUBLIC HEARING TO BE HELD ON MONDAY, JANUARY 12, 2026, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, TO BE CONSIDERED FOR FINAL PASSAGE:

2025-0377

An ordinance approving and authorizing the execution of Change Order No. 1 for the Deputy Jeff G. Watson Dr. Roadway Extension (Project No. P180102), to decrease the contract amount by \$18,262.50. Sponsors: Mr. Jewell and Department of Public Works Publish/Scheduled for Public Hearing to the Parish Council on January 12, 2026

2025-0391

An ordinance to approve and authorize the execution of a Cooperative Endeavor Agreement with the St. Charles Public Defenders Office (a/k/a 29TH Judicial District Indigent Defender) for funding from the settlement of the Louisiana State-Local Government Opioid Litigation in the amount of \$80,000.00 per year to the St. Charles Parish Public Defenders Office to pay the office to provide services for a Drug Court Attorney/Legal Representative for the Drug Court Program. Sponsors: Mr. Jewell Publish/Scheduled for Public Hearing to the Parish Council on January 12, 2026

2025-0392

An ordinance approving and authorizing the execution of a Contract with Cycle Construction Company, LLC, for the Ormond Center Drainage Improvements (Project No. P190505), in the amount of \$3,097,730.00. Sponsors: Mr. Jewell and Department of Public Works Publish/Scheduled for Public Hearing to the Parish Council on January 12, 2026

2025-0393

An ordinance approving and authorizing the execution of a Professional Services Agreement with Barowka and Bonura Engineers & Consultants (BBEC), LLC, to perform engineering services for the Ormond CN Railway Culverts (Project No. P200801), in the not to exceed amount of \$1,097,231.00. Sponsors: Mr. Jewell and Department of Public Works Publish/Scheduled for Public Hearing to the Parish Council on January 12, 2026

2025-0394

An ordinance approving and authorizing the execution of Change Order No. 1 (Final) for East Bank Bridge Park Improvements (Project No. RECEB123), to increase the contract amount by \$63,294.80 and increase the contract time by one hundred thirty-four (134) days. Sponsors: Mr. Jewell and Department of Parks and Recreation Publish/Scheduled for Public Hearing to the Parish Council on January 12, 2026

2025-0395

An ordinance approving and authorizing the execution of a Contract with Hard Rock Construction, LLC, for the Kinler Lift Station Replacement (Project No. S220801), in the amount of \$624,712.80. Sponsors: Mr. Jewell and Department of Wastewater Publish/Scheduled for Public Hearing to the Parish Council on January 12, 2026

2025-0396

An ordinance approving and authorizing the execution of a Professional Services Agreement with C. H. Fenstermaker & Associates, LLC, to perform engineering services for Primrose Canal Cleaning and Improvements - Phase 1B (Project No. P210202), in the amount not to exceed \$56,926.83. Sponsors: Mr. Jewell and Department of Public Works Publish/Scheduled for Public Hearing to the Parish Council on January 12, 2026

2025-0398

An ordinance approving and authorizing the execution of Amendment No. 1 to Ordinance 25-2-13, which approved the Professional Services Agreement with Alpha Testing and Inspection, Inc., for testing and inspection services for Capital Project Testing and Inspection (Project No. P250107), in the amount not to exceed \$250,000.00, increasing the overall contract value to \$500,000.00. Sponsors: Mr. Jewell and Department of Public Works Publish/Scheduled for Public Hearing to the Parish Council on January 12, 2026

2025-0399

An ordinance to approve and authorize the execution of a Consulting Agreement between Adams and Reese, LLP and St. Charles Parish for federal governmental affairs representation. Sponsors: Mr. Jewell and Department of Legal Services Publish/Scheduled for Public Hearing to the Parish Council on January 12, 2026

2025-0400

An ordinance to approve and authorize the execution of a Consulting Agreement between Connick and Associates, LLC and St. Charles Parish for state governmental affairs representation. Sponsors: Mr. Jewell and Department of Legal Services Publish/Scheduled for Public Hearing to the Parish Council on January 12, 2026

ORDINANCES SCHEDULED FOR PUBLIC HEARING (INTRODUCED AT PREVIOUS MEETING)

2025-0356

An ordinance approving and authorizing the execution of Change Order No. 1 for the Edward A. Dufresne Community Center Chiller Replacement/Upgrade (Project No. GS240701), to decrease the contract amount by \$30,890.93. Sponsors: Mr. Jewell and General Government Buildings Reported: General Government Buildings Recommended: Approval Chief Operations Officer Darrin Duhe spoke on the matter. Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

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

Nay: 0

Enactment No: 25-12-5

2025-0363

An ordinance to amend the 2025 Consolidated Operating and Capital Budget to adjust Beginning Fund Balances to Actuals and to adjust Revenues and Expenditures in various funds.

Sponsors: Mr. Jewell and Department of Finance

Reported: Finance Department Recommended: Approval Finance Director Grant Dussan spoke on the matter. Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

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

Nay: 0

Enactment No: 25-12-6

2025-0369

An ordinance approving and authorizing the execution of Change Order No. 1 for the East Bank Bridge Park Improvements, Lighting Rebid (Project No. RECEB123), to increase the contract time by 181 days.

Sponsors: Mr. Jewell and Department of Parks and Recreation

Reported: Parks and Recreation Department Recommended: Approval Chief Operations Officer Darrin Duhe spoke on the matter. Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

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

Nay: 0

Enactment No: 25-12-7

2025-0371

An ordinance approving and authorizing the Parish President to execute a Polling Place Lease Agreement with Ama Volunteer Fire Department, for the use as a polling place for District 2, Precinct 4, of St. Charles Parish.

Sponsors: Mr. Jewell

Reported: Parish President Recommended: Approval Legal Services Director Corey Oubre spoke on the matter.

Chairman Fonseca stated administration requested an amendment to several sections of the Ordinance and Lease Agreement revising Ama Volunteer Fire Department to Luling Volunteer Fire Department.

Amendment: This amendment updates several sections of the Ordinance and Lease Agreement. Amendments to be made to the Ordinance in the Summary, First Whereas, Second Whereas, and Section I replacing 'Ama' with 'Luling' Amendments to be made to the Lease Agreement on first page in two locations and third page on the signature line replacing 'Ama' with 'Luling'

Public Hearing Requirements Satisfied

A motion was made by Councilmember Comardelle, seconded by Councilmember Skiba, to Amend File No. 2025-0371. The motion carried by the following vote:

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

Nay: 0

2025-0371

An ordinance approving and authorizing the Parish President to execute a Polling Place Lease Agreement with Luling Volunteer Fire Department, for the use as a polling place for District 2, Precinct 4, of St. Charles Parish.

Sponsors: Mr. Jewell

Amended

Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE AS AMENDED

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

Nay: 0

Enactment No: 25-12-8

2025-0372

An ordinance approving and authorizing the Parish President to execute a Polling Place Lease Agreement with Bayou Gauche Volunteer Fire Department, for the use as a polling place for District 4, Precinct 2, of St. Charles Parish.

Sponsors: Mr. Jewell

Reported: Parish President Recommended: Approval Legal Services Director Corey Oubre spoke on the matter. Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

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

Nay: 0

Enactment No: 25-12-9

2025-0373

An ordinance approving and authorizing the Parish President to execute a Polling Place Lease Agreement with Killona Volunteer Fire Department, for the use as a polling place for District 1, Precinct 1, of St. Charles Parish.

Sponsors: Mr. Jewell

Reported: Parish President Recommended: Approval Legal Services Director Corey Oubre spoke on the matter. Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

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

Nay: 0

Enactment No: 25-12-10

2025-0374

An ordinance approving and authorizing the Parish President to execute a Polling Place Lease Agreement with Luling Volunteer Fire Department, for the use as a polling place of Luling Central Fire Station, 1603 Paul Maillard Road, Luling, Louisiana, for District 1, Precinct 5, of St. Charles Parish.

Sponsors: Mr. Jewell

Reported: Parish President Recommended: Approval Legal Services Director Corey Oubre spoke on the matter. Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

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

Nay: 0

Enactment No: 25-12-11

2025-0375

An ordinance approving and authorizing the Parish President to execute a Polling Place Lease Agreement with Norco Volunteer Fire Department, for the use as a polling place of Zephirin L. Perrilloux Fire House, 1730 River Road, Montz, Louisiana, for District 6, Precinct 1, of St. Charles Parish.

Sponsors: Mr. Jewell

Reported: Parish President Recommended: Approval Legal Services Director Corey Oubre spoke on the matter: Public Hearing Requirements Satisfied

Fisher, to adjourn the meeting at approximately 7:34 pm. The motion carried by the following vote: Yea: 9 - Mobley, Fonseca, Wilson, Skiba, Pilié, Comardelle, O'Daniels, Fisher and deBruler Nay: 0

VOTE ON THE PROPOSED ORDINANCE

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

Enactment No: 25-12-12

2025-0376

An ordinance approving and authorizing the Parish President to execute a Polling Place Lease Agreement with United Steel Workers Local 750, for the use as a polling place of 601 Goodhope Street, Norco, Louisiana, for District 6, Precinct 4, of St. Charles Parish.

Sponsors: Mr. Jewell

Reported: Parish President Recommended: Approval Legal Services Director Corey Oubre spoke on the matter: Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

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

Enactment No: 25-12-13

2025-0359

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

Sponsors: Ms. O'Daniels and Mr. Pilié

Reported: Councilwoman O'Daniels Recommended: Approval Councilman Pilié Recommended: Approval Councilwoman O'Daniels spoke on the matter

Speakers: Mr. Joseph Coco, Desbehan

Public Hearing Requirements Satisfied

Council Discussion Parish President Matthew Jewell spoke on the matter

VOTE ON THE PROPOSED ORDINANCE

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

Enactment No: 25-12-14

RESOLUTIONS

2025-0378

A resolution approving and authorizing the execution of an Entity/State Agreement between the Louisiana Department of Transportation and Development (DOTD) and St. Charles Parish for the LA 52 (PH2): US 90 - Blueberry Hill State Project No. H.013495, Federal Aid Project No. H013495.

Sponsors: Mr. Jewell and Grants Office

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

Public comment opened; no public comment

VOTE ON THE PROPOSED RESOLUTION

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

Enactment No: 6860

2025-0380

A resolution opting out of state-level regulation of solar farms under Act 279 of the 2025 Regular Session of the Louisiana legislature.

Sponsors: Ms. Fonseca, Mr. Pilié and Ms. O'Daniels

Reported: Councilwoman Fonseca Recommended: Approval Councilman Pilié Recommended: Approval Councilwoman O'Daniels Recommended: Approval Chairman Fonseca spoke on the matter: Councilwoman O'Daniels spoke on the matter: Councilman Pilié spoke on the matter: Parish President Matthew Jewell spoke on the matter.

Public comment opened; no public comment

VOTE ON THE PROPOSED RESOLUTION

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

Enactment No: 6861

2025-0389

A resolution endorsing a waiver from Appendix C, Subdivision Regulations of 1981, Section III, Geometric Standards, C. Lots, 1. Size, b. Width, as requested by John Winters.

Sponsors: Mr. Jewell and Department of Planning & Zoning

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

Public comment opened; no public comment

VOTE ON THE PROPOSED RESOLUTION

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

Enactment No: 6862

APPOINTMENTS

2025-0329

A resolution appointing a member to the St. Charles Parish Board of Adjustment as the District II Representative.

Councilwoman Skiba requested File No. 2025-0329 be deferred. Chairman Fonseca stated that File No. 2025-0329 will be deferred to the January 12, 2025 council meeting.

Deferred

2025-0352

Council Ex-Officio Appointment of Councilwoman Michele deBruler to the St. Charles Parish Housing Authority.

VOTE ON THE APPOINTMENT OF COUNCILWOMAN MICHELE DEBRULER

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

Confirmed

2025-0350

A resolution appointing a member to the South Central Louisiana Human Services Authority Board.

Nominee: Chairman Fonseca nominated Ms. Barbara Fuselier

Nomination(s) Accepted

A motion was made by Councilmember Comardelle, seconded by Councilmember Wilson, to Close Nomination(s) for File No. 2025-0360. The motion carried by the following vote:

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

Nomination(s) Closed

ADJOURNMENT

A motion was made by Councilmember deBruler, seconded by Councilmember

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.

Michelle Inpastato Council Secretary

Publish: January 22, 2026

Public Notice

THE FOLLOWING ORDINANCES AND RESOLUTION ARE AN OFFICIAL EXTRACT FROM THE MINUTES OF THE MEETING OF THE PARISH COUNCIL OF THE PARISH OF ST. CHARLES HELD MONDAY, JANUARY 12, 2026, 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.

2025-0377

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

ORDINANCE NO. 26-1-1

An ordinance approving and authorizing the execution of Change Order No. 1 for the Deputy Jeff G. Watson Dr. Roadway Extension (Project No. P190102), to decrease the contract amount by \$18,262.50.

WHEREAS, Ordinance No. 19-2-10 adopted on February 18, 2019, by the St. Charles Parish Council, approved and authorized the execution of a Professional Service Multi-Phase Project Contract with Civil & Sports Design Engineering, LLC (Formerly Civil & Environmental Consulting Engineers), for providing all necessary professional engineering services for a 1,270-foot road extension of the Rue La Cannes roadway. (Parish Project Number P190102), in the amount of \$43,305.00; and,

WHEREAS, Ordinance No. 24-7-14 adopted on July 22, 2024, by the St. Charles Parish Council, approved and authorized the execution of Amendment No. 1 to Ordinance No. 19-2-10 which approved the Professional Services Agreement with Civil & Sports Design Engineering, LLC (Formerly Danny J. Hebert, P.E., L.L.C. d.b.a. Civil & Environmental Consulting Engineers), to perform professional engineering services for the Deputy Jeff G. Watson Dr. Roadway Extension (Project No. P190102), formerly Rue La Cannes Road Extension in the amount of \$55,350.00; and,

WHEREAS, Ordinance No. 25-6-4 adopted on June 2, 2025, by the St. Charles Parish Council, approved and authorized the execution of a Contract with Byron E. Talbot Contractor, Inc. for Deputy Jeff G. Watson Dr. Roadway Extension (Project No. P190102), in the amount of \$1,438,242.25; and,

WHEREAS, it is necessary to amend the construction contract with Byron E. Talbot Contractor, Inc. for Deputy Jeff G. Watson Dr. Roadway Extension (Project No. P190102), to balance work items added during construction and items not utilized during construction; and,

WHEREAS, St. Charles Parish and Byron E. Talbot Contractor, Inc. have mutually agreed to decrease the contract amount by \$18,262.50 for the additional items, bringing the total construction cost to \$1,419,979.75.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Change Order No. 1 for Deputy Jeff G. Watson Dr. Roadway Extension (Project No. P190102), to decrease the contract amount by \$18,262.50, bringing the total construction cost to \$1,419,979.75 is hereby approved and accepted.

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

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

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

And the ordinance was declared adopted this 12th day of January, 2026, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Matthew Jewell SECRETARY: Michelle Inpastato DLVD/PARISH PRESIDENT: January 13, 2026 APPROVED: DISAPPROVED: PARISH PRESIDENT: Matthew Jewell RETD/SECRETARY: January 14, 2026 AT: 2:27 PM RECD BY:

SECTION 00806

CHANGE ORDER

No. 1 (FINAL)

DATE OF ISSUANCE November 13, 2025 EFFECTIVE DATE 1/13/26

Owner: St. Charles Parish Department of Public Works Contractor: Byron E. Talbot Contractor, Inc. Contract: Byron E. Talbot Contractor, Inc. Project: Deputy Jeff G. Watson Dr. Roadway Extension Owner's Contract No: P190102 Engineer's Contract No.: N/A ENGINEER: Civil & Sports Design Engineering LLC

You are directed to make the following changes in the Contract Documents: Description: Increase of \$6,737.50 for miscellaneous items (see below) and decrease of (-\$25,000.00) for Relocation for Unforeseen Infrastructure Allowance. Total reduction in the contract amount of (-\$18,262.50).

- 1. Delete the Following Work Items: a. Contract Item: AI-1 (Relocation for Unforeseen Infrastructure Allowance) - Reduction of (-\$25,000.00) Total of Deducted Items = (-\$25,000.00) 2. Add the Following Work Items: a. New Contract Item: Removal and replacement of the sunk sidewalk section at Ashton Blvd. Increase of \$1,850.00 b. New Contract Item: Removal and replacement of the sidewalk in the parking lot to provide an ADA ramp. Increase of \$1,200.00 c. New Contract Item: Additional excavation and backfill to install the westbound guardrail by the Animal Shelter. Increase of \$3,637.50 d. New Contract Item: Provide and install a fire hydrant extension to relocate the fire hydrant. Increase of \$850.00 Total of Added Work Items = \$6,737.50 Total of Change (Decrease) in Work Items Quantity = (-\$18,262.50)

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

- 1. Deleted Work Items: a. Relocation for Unforeseen Infrastructure Allowance - not used. 2. Add Work Items: a. Removal and replacement of the existing sunk sidewalk section at Ashton Blvd. b. Removal and replacement of the sidewalk in the parking lot to provide an ADA ramp. c. Additional excavation and backfill to install the westbound guardrail by the Animal Shelter. d. Additional costs related to placing the hydrant north of the road, instead of south, as requested by SCP Waterworks.

Attachments: Change Order Request No. 1 from Byron E. Talbot Contractor, Inc.

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

RECOMMENDED: APPROVED: ACCEPTED: By: [Signatures] Date: 1/29/25 Date: 1/13/26 Date: 1/20/25

2025-0391

INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT

ORDINANCE NO. 26-1-2

An ordinance to approve and authorize the execution of a Cooperative Endeavor Agreement with the St. Charles Public Defenders Office (a/k/a 29th Judicial District Indigent Defender) for funding from the settlement of the Louisiana State-Local Government Opioid Litigation in the amount of \$80,000.00 per year to the St. Charles Parish Public Defenders Office to pay the office to provide services for a Drug Court Attorney/Legal Representative for the Drug Court Program.

WHEREAS, pursuant to Resolution 6694 adopted on May 8, 2023, the St. Charles Parish Council approved the Louisiana State-Local Government Opioid Litigation Memorandum of Understanding which set forth a framework of a unified plan for the proposed allocation and use of opioid settlement proceeds; and,

WHEREAS, in accordance with the Louisiana State-Local Government Opioid Litigation Memorandum of Understanding, St. Charles Parish desires to provide funding from the settlement of the Louisiana State-Local Government Opioid Litigation in the amount of \$80,000.00 per year to the St. Charles Parish Public Defenders Office to pay the office to provide services for a Drug Court Attorney/Legal Representative for the Drug Court Program.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Cooperative Endeavor Agreement with the St. Charles Public Defenders Office (a/k/a 29th Judicial District Indigent Defender) for funding from the settlement of the Louisiana State-Local Government Opioid Litigation in the amount of \$80,000.00 per year to the St. Charles Parish Public Defenders Office to pay the office to provide services for a Drug Court Attorney/Legal Representative for the Drug Court Program is hereby approved and accepted.

SECTION II. That the Parish President is hereby authorized to execute said Cooperative Endeavor Agreement on behalf of St. Charles Parish, along with any other documents or instruments necessary to carry out the intent of this Ordinance.

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

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

NAYS: NONE

ABSENT: NONE

And the ordinance was declared adopted this 12th day of January, 2026, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
DLVD/PARISH PRESIDENT: [Signature]
APPROVED: [Signature]

PARISH PRESIDENT: [Signature]
RETD/SECRETARY: [Signature]
AT: 2:27 pm RECD BY: [Signature]

COOPERATIVE ENDEAVOR AGREEMENT BETWEEN ST. CHARLES PARISH AND ST. CHARLES PUBLIC DEFENDERS OFFICE

THIS COOPERATIVE ENDEAVOR AGREEMENT is entered into by and between:

ST. CHARLES PARISH, a political subdivision of the State of Louisiana, herein represented by MATTHEW JEWELL, its Parish President, whose mailing address is P. O. Box 302, Hahnville, Louisiana, 70057, duly authorized pursuant to Ordinance No. 26-1-2, adopted by the St. Charles Parish Council on the day of January, 2026, a copy of which is attached hereto and made a part hereof, and hereinafter referred to as the "Parish"; and

ST. CHARLES PUBLIC DEFENDERS OFFICE (a/k/a 29th JUDICIAL DISTRICT INDIGENT DEFENDER), a political subdivision of the State of Louisiana, located solely in St. Charles Parish, Louisiana, represented herein by FENWICK A. SWANN III, duly appointed District Public Defender, and

who hereby agree as follows:

WHEREAS, Article VII, Section 14.C of the Constitution of the State of Louisiana provides that political subdivisions may engage in cooperative endeavor agreements with other political subdivisions for public purposes; and

WHEREAS, pursuant to the laws of the State of Louisiana, St. Charles Parish is authorized and empowered to provide funding for purposes of assisting in matters that affect public safety and welfare of parish residents; and

WHEREAS, by enacting Louisiana Revised Statute 13:5301 in 1997, the Louisiana Legislature recognized the need to reduce the incidence of drug use and addiction, and the crimes committed as a result of drug addiction; and

WHEREAS, the Louisiana Legislature enacted LARS 13:5301, et seq. for the purpose of establishing "a program to facilitate the creation of alcohol and drug treatment divisions in the various district courts of this state"; and

WHEREAS, pursuant to the enactment of 13:5301, et seq, the drug treatment division (herein referred to as "Drug Court") was established in the 29th Judicial District Court in 2002; and

WHEREAS, the stated goals of Drug Court, as created under 13:5302, include (1) the reduction of drug abuse and dependency among participants, (2) the reduction of reoffending and recidivism among participants, (3) increase in personal, familial, and societal accountability of participants, and (4) the promotion of effective interaction and use of resources among criminal justice personnel and community agencies; and

WHEREAS, since the inception in 2002, the Drug Court program has admitted 449 participants. Every one of these participants receives the services of the team assigned Public Defender while an active participant in the program. The Louisiana Supreme Court, and the Supreme Court Drug and Specialties Courts Office, have adopted the National Drug Court Institute Case Management Guidelines which lists Public (Indigent) Defender as an essential role in the Drug Court Team; and

WHEREAS, the legal representation provided by the St. Charles Public Defenders Office to Drug Court Participants includes not only weekly in court representation during Court sessions, but also includes (1) advocacy in treatment and Drug Court Team meetings, and (2) legal counselling of Participants, and their families in non-criminal, extra-judicial matters, such as meeting housing placement, addressing food insecurities, child truancy abatement, advising on employment and custody/child support issues, and general legal advising. Through this advocacy and representation, treatment becomes more effective, and the risk of reoffending decreases, thus assisting participants to be more protective citizens; and

WHEREAS, the legal representation of the St Charles Public Defenders Office not only helps the actual participants, but also aids in the preservation of families, and the directly affects the welfare and wellbeing of the children of all participants;

WHEREAS, the legal representation of the St Charles Public Defenders Office has helped to aid participants in the Drug Court Program through assistance with navigating the Medicaid, Social Security and Department of Child and Family Services systems, thus further providing stability to aid participants' children and families to aid in their recovery; and

WHEREAS, a requirement for admission into Drug Court is that the participant must be a resident of St. Charles Parish, and therefore the representation of these participants directly benefits residents of this Parish; and

WHEREAS, no funding has ever been provided to the St Charles Public Defenders Office for any of these services; and

WHEREAS, addiction to opioids pills, and by extension, their successors drugs (heroin, fentanyl, fentanyl analogues, tramadol, etc.), has continued to increase from 1990 to the present. This epidemic was driven by the over prescription of opioids by pharmaceutical companies. This continued rise in use has increased the need for programs such as Drug Court; and

WHEREAS, pursuant to Resolution 6694 dated May 8, 2023, St. Charles Parish approved the Louisiana State-Local Government Opioid Litigation Memorandum of Understanding which set forth a framework of a unified plan for the proposed allocation and use of opioid settlement proceeds; and

WHEREAS, pursuant to Louisiana State-Local Government Opioid Litigation Memorandum of Understanding and other settlement participation forms, St. Charles Parish can only use the opioid settlement funds for purposes of Opioid Abatement; and

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

- 1. St. Charles Parish desires to provide funds in the amount of \$80,000.00 (Eighty Thousand and no/100) to the St Charles Public Defenders Office to pay the office to provide the above referenced services for a Drug Court Attorney/ Legal

Representative for the Drug Court Program.

- 2. The payment of these funds shall be provided in the amount of \$20,000 per quarter. The St Charles Parish Public Defenders Office will provide a quarterly invoice for the funds provided under this Cooperative Endeavor Agreement.
3. The duration of this Cooperative Endeavor Agreement shall be for three (3) years to automatically renew yearly for the duration of the funding received from Louisiana State-Local Government Opioid Litigation Memorandum of Understanding.
4. Termination of the Contract for Convenience: St Charles Parish may terminate the Cooperative Endeavor Agreement at any time without penalty by giving six (6) months written notice to the St. Charles Public Defenders Office of such termination.
5. Termination for Non-Appropriation of Funds: The continuation of the Cooperative Endeavor Agreement shall be contingent upon the appropriation of funds to fulfill the requirements of the Agreement. Notwithstanding any provisions herein, in the event sufficient funds for the performance of this Agreement are not appropriated by St Charles Parish in any fiscal year covered by this Agreement, this Agreement may be terminated by St Charles Parish giving notice to the St. Charles Public Defenders Office of such facts and St Charles Parish's intention to terminate its financial obligation.
6. Any notices required under this Agreement shall be directed to the party entitled to said notice at its address set forth below, unless this Agreement is otherwise amended in writing:
If to St. Charles Public Defenders Office: District Public Defender, 29th Judicial District of Louisiana, 13309 River Road, Luling, Louisiana 70070
If to the Parish: St. Charles Parish President, P. O. Box 302, Hahnville, Louisiana 70057
7. Both St. Charles Parish and the St. Charles Public Defenders Office, agree to execute any other necessary documents required to effect the transfer of the above described funds.
8. The St. Charles Public Defenders Office agrees to provide any documentation deemed necessary to prove that the funds have been used for the above stated purpose.
9. Should either party to this Agreement have to file suit in order to enforce the provisions hereof, venue and jurisdiction is hereby established in the 29th Judicial District Court in and for the Parish of St. Charles, State of Louisiana.

(SIGNATURES ON NEXT PAGE)

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below:

THUS DONE AND PASSED, on the day of January, 2026, by the St. Charles Parish (Donor), in the Parish of St. Charles, State of Louisiana, in the presence of the undersigned competent witnesses, who hereunto sign their names with me, Notary, after due reading of the whole.

WITNESSES: ST. CHARLES PARISH DONOR:
Print Name: Matthew Jewell, Parish President

NOTARY PUBLIC
Print Name:
Notary ID/LA Bar Roll No.:
Commission Expiration:

THUS DONE AND PASSED, on the day of January, 2026, by the St. Charles Public Defenders Office, in the Parish of St. Charles, State of Louisiana, in the presence of the undersigned competent witnesses, who hereunto sign their names with me, Notary, after due reading of the whole.

WITNESSES: ST. CHARLES PUBLIC DEFENDERS OFFICE
Print Name: Fenwick A. Swann III, District Public Defender

NOTARY PUBLIC
Print Name:
Notary ID/LA Bar Roll No.:
Commission Expiration:

2025-0392
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
ORDINANCE NO. 26-1-3
(DEPARTMENT OF PUBLIC WORKS)

An ordinance approving and authorizing the execution of a Contract with Cycle Construction Company, LLC, for the Ormond Center Drainage Improvements (Project No. P190505), in the amount of \$3,097,730.00.

WHEREAS, Ordinance No. 22-4-2 adopted on April 4, 2022, by the St. Charles Parish Council, approved and authorized the execution of a Professional Services Agreement with Stuart Consulting Group, Inc., to perform engineering services for Ormond Center Drainage Improvements (Project No. P190505), in the amount not to exceed \$81,246.00; and,

WHEREAS, Ordinance No. 23-12-4 adopted on December 4, 2023, by the St. Charles Parish Council, approved and authorized the execution of Amendment No. 1 to Ordinance No. 22-4-2 which approved a Professional Services Agreement with Stuart Consulting Group, Inc., for the Ormond Center Drainage Improvements (Project No. P190505), in the not to exceed amount of \$171,763.00, increasing the overall contract value to \$253,009.00; and,

WHEREAS, Ordinance No. 25-7-13 adopted July 21, 2025, by the St. Charles Parish Council, approved and authorized the execution of Amendment No. 2 to Ordinance 23-12-4, which approved a Professional Services Agreement with Stuart Consulting Group, Inc. for Ormond Center Drainage Improvements (Project No. P190505), in the not to exceed amount of \$153,724.20, increasing the overall contract value to \$406,733.20; and,

WHEREAS, sealed bids were received by St. Charles Parish on November 18, 2025, for the Ormond Center Drainage Improvements (Project No. P190505); and,

WHEREAS, Stuart Consulting Group, Inc. has reviewed the bids and recommends that the Contract be awarded to the lowest responsive and responsible bidder, Cycle Construction Company, LLC, in the amount of \$3,097,730.00.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the bid of Cycle Construction Company, LLC, for the construction of Ormond Center Drainage Improvements (Project No. P190505), is hereby approved and accepted in the amount of \$3,097,730.00.

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

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

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

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

NAYS: NONE

ABSENT: NONE

And the ordinance was declared adopted this 12th day of January, 2026, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
 SECRETARY: [Signature]
 CLVD/PARISH PRESIDENT: January 13, 2026
 APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: [Signature]
 RETD/SECRETARY: January 14, 2026
 AT: 2:27 PM RECD BY: [Signature]

SECTION 00500

CONTRACT

This agreement entered into this 14th day of JANUARY, 20 26, by Cycle Construction Company, LLC, hereinafter called the "Contractor", whose business address is 6 E 3rd St. Kenner, LA 70062, 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: Ormond Center Drainage Improvements Project Number: P190505

1.02 The abovementioned work shall be completed in strict accordance with Contract Documents prepared by: Stuart Consulting Group, Inc.

1.03 It is recognized by the parties herein that said Contract Documents including by way of example and not of limitation, the Drawings and Specifications dated September 17, 2025, Addenda number(s) 2, the Instruction to Bidders, Supplemental Instructions to Bidders, Louisiana Uniform Public Works Bid Form, General Conditions, Supplementary Conditions (if applicable), any Addenda thereto, impose duties and obligations upon the parties herein, and said parties hereby agree that they shall be bound by said duties and obligations. For these purposes, all of the provisions contained in the aforementioned Contract Documents are incorporated herein by reference with the same force and effect as though said Contract Documents were herein set out in full.

1.04 The Work is generally described as follows: The removal and replacement of the existing drainage within the 30' servitude that lies within the development of Ormond Center, and all supporting construction work such as removal and replacement of concrete pavement, curb, tributary drain lines, catch basins, water line etc.

ARTICLE 2

ENGINEER

2.01 The Project has been designed by Stuart Consulting Group, Inc., 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 270 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 judicial 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 One Thousand dollars \$1000 per day as Liquidated Damages for delay (but not as a penalty). Such Liquidated Damages will be assessed for each calendar day that expires after the Contract Time. This amount represents a reasonable estimate of Owner's expenses for extended delays and the costs associated therein. This provision shall be effective between the parties ipso facto and without demand or putting in default, it being specifically agreed that the Contractor by his mere failure to complete the work on or before the date specified shall be deemed in default.

ARTICLE 5

CONTRACT PRICE

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

a) (\$3,097,730.00) Three Million Ninety Seven Thousand Seven Hundred Thirty Dollars based on unit prices specified within this contract document. Contract price is firm and subject only to modification by written Change Order agreed to and signed by both parties and the Engineer and approved by the St. Charles Parish Council.

ARTICLE 6

PAYMENT PROCEDURES

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

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

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

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

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

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

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

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

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

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

ARTICLE 7

CONTRACTOR'S REPRESENTATIONS

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

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

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

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

ARTICLE 8

CONTRACT DOCUMENTS

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

- a) Contract (Section 00500)
- b) Performance Bond (Section 00611)
- c) Payment Bond (Section 00610)
- d) Insurance Certificates
- e) Advertisement for Bids (Section 00010)
- f) Louisiana Uniform Public Works Bid Form (Section 00300)
- g) Addenda (Numbers 1 to 2 inclusive)
- h) Contract documents bearing the general title "Contract Documents and Specifications for SCP Project No. P190505 Ormond Center Drainage Improvements" dated September 17, 2025.
 - i) Drawings, consisting of a cover sheet dated September 17, 2025 and the sheets listed on Drawing Title Sheet (C-1); each sheet bearing the following general title: Title Sheet; General Notes; Demolition Plan; Demolition Plan; Plan and Profile; Plan and Profile; Details; Traffic Control Plan; CP-01 (1 of 3) LADOTD Standard Details; CP-01 (2 of 3) LADOTD Standard Details; CP-01 (3 of 3) LADOTD Standard Details; HW60CMP2 LADOTD Standard Details; CPR-01 LADOTD Standard Details; MC01 (1 of 2) LADOTD Standard Details; MC-01 (2 of 2) LADOTD Standard Details.
 - 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: [Signature]
 Title: Parish President

ATTEST:
 By: [Signature]
 Title: Exec. Asst.

CONTRACTOR:

By: [Signature]
 Title: Chief Operating Officer

ATTEST:
 By: [Signature]
 Title: Proconstruction Exec.

2025-0393

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

ORDINANCE NO. 26-1-4

An ordinance approving and authorizing the execution of a Professional Services Agreement with Barowka and Bonura Engineers & Consultants (BBEC), LLC, to perform engineering services for the Ormond CN Railway Culverts (Project No. P200801), in the not to exceed amount of \$1,097,231.00.

WHEREAS, Ordinance No. 20-9-5 adopted on September 21, 2020, by the St. Charles Parish Council, approved and authorized the execution of an engineering services agreement with Barowka and Bonura Engineers & Consultants (BBEC), LLC for providing all necessary services for the Ormond Railroad Culverts Project (P200801), in the amount of \$331,520.00; and,

WHEREAS, a Notice to Proceed was given for BBEC to begin work on the Ormond CN Railway Culverts Project (Project No. P200801) on October 1st, 2020; and,

WHEREAS, the 2020 Agreement with BBEC has expired; and,

WHEREAS, St. Charles Parish desires to enter into a new Professional Services Agreement with BBEC to continue the work associated with the ongoing Ormond CN Railway Culverts (Project No. P200801); and,

WHEREAS, St. Charles Parish and BBEC have mutually agreed on a not to exceed fee of \$1,097,231.00 to complete all remaining work associated with the Ormond CN Railway Culverts (Project No. P200801) and all design and permitting work previously completed; and,

WHEREAS, BBEC has already been paid \$331,355.55 to date for design and permitting work previously completed, leaving a balance of \$765,905.45 to be paid; and,

WHEREAS, the remaining balance of \$765,905.45 consists of \$282,704.25 to complete basic services and \$483,171.20 to complete supplemental services; and,

WHEREAS, details on the scope, schedule and compensation, including the breakdown

on how the remaining \$765,905.45 is to be paid, are described in the attached Professional Services Agreement.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Professional Services Agreement between St. Charles Parish and Barowka and Bonura Engineers & Consultants, LLC, to perform engineering services as required by the Department of Public Works, for the Ormond CN Railway Culverts (Project No. P200801), in the not to exceed amount of \$1,097,231.00, 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'DANTELS, FISHER, DEBRULER
NAYS: NONE
ABSENT: NONE

And the ordinance was declared adopted this 12th day of January, 2026, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
CLVD/PARISH PRESIDENT: January 13, 2026
APPROVED: [Signature] DISAPPROVED: _____

PARISH PRESIDENT: [Signature]
RET/SECRETARY: January 14, 2026
AT: 2:27 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 Barowka and Bonura Engineers and Consultants, LLC (BBEC), 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 Ormond CN Railway Culverts, Parish Project No. P200801.

A previous Contract for Engineering Services (Contract), executed on September 21, 2020, between St. Charles Parish and BBEC, was set in place for BBEC to perform engineering services for the P200801 Ormond CN Railway Culverts project, Ordinance No. 20-9-5 for reference. Authorization to proceed with Contract work was given via email to BBEC on October 1, 2020. This new Professional Services Agreement will take the place of anything previously issued under the original P200801 Contract for Ormond CN Railway Culverts and all ancillary work.

1.0 GENERAL TERMS

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

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

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

2.0 PROJECT

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

Ormond CN Railway Culverts
Parish Project No. P200801

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.

BAROWKA AND BONURA ENGINEERS AND CONSULTANTS, LLC	ST. CHARLES PARISH
By: _____	By: _____
Name: Jeffrey Bonura	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

ATTACHMENT "A"

Ormond CN Railway Culverts
Parish Project No. P200801

Project Scope:

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

CONSULTANT is to perform basic services in the form of design, bidding, construction administration, and closeout for the project. CONSULTANT will also provide the following supplemental services; permitting, cofferdam design, right-of-way research and servitude assistance, utility conflicts, grant assistance, and resident inspection.

CONCEPTUAL PHASE – N/A

Upon written authorization from OWNER, CONSULTANT shall:

- a. Consult with OWNER to define and clarify OWNER's requirements for the Project, including design objectives and constraints, permits, capacity and performance requirements, flexibility, expandability, and any budgetary limitations, and identify available data, reports, facilities plans, site evaluations, etc.; required for design.
- b. Identify potential solution(s) to meet OWNER's Project requirements, as needed. Study and evaluate the potential solution(s) to meet OWNER's Project requirements.
- c. Visit the Site, or potential Project sites, as needed, to review existing conditions and facilities.

- d. Develop a scope of work for additional professional services (i.e. survey, geotech, etc.) necessary for design.
- e. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and CONSULTANT's recommended solution(s). For each recommended solution, CONSULTANT will provide the following, to include; but not limited to:
 - 1. Opinion of probable Construction Cost;
 - 2. The estimated total costs of design, professional, and related services to be provided by CONSULTANT and its SUBCONSULTANTS;
 - 3. A tabulation of other items and services included within the definition of Total Project Costs.
- f. Furnish three review copies of the Report to OWNER as well as submitting electronically to appropriate parties specified by OWNER. CONSULTANT's services under the Conceptual Phase will be considered complete on the date when CONSULTANT has delivered to OWNER the final Conceptual Report.

PART 1 – BASIC SERVICES

A. PRELIMINARY DESIGN PHASE

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

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

B. FINAL DESIGN PHASE

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

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

C. BID PHASE

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 – N/A

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

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

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

Data Collection and Processing:

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

Project Control:

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

Survey Data Deliverables:

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

B. GEOTECHNICAL INVESTIGATION N/A

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

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

C. PERMITTING

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"

Ormond CN Railway Culverts
Parish Project No. P200801

Project Schedule:

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

	Number of Days to Complete
Preliminary Design	Completed
Final Design	Completed
Construction Phase	365 Days (Project Duration)
Closeout	90 Days

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"

Ormond CN Railway Culverts
Parish Project No. P200801

Project Compensation

The total project compensation as referenced in the ordinance is \$1,097,231.00. This compensation is broken down as follows, \$470,198.00 for Basic Services, and \$627,033.00 for supplemental services as shown below.

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

- a) The total compensation for basic services as described in Attachment A is estimated to be \$470,198.00. BBEC has received payments totaling \$187,493.75 to date on design of this project and therefore has \$282,704.25 left to complete basic services, based on the following estimated distribution of compensation:

1. Preliminary Design	\$129,330.00
i. Previously invoiced and paid in full	
2. Final Design	\$151,448.00
i. \$58,163.75 previously invoiced and paid, \$93,284.25 remaining	
3. Bidding Assistance	\$15,220.00
4. Construction Phase	\$142,630.00
5. Closeout Phase	\$31,570.00

- b) CONSULTANT may, with OWNER's consent, alter the distribution of compensation between individual phases of the Work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by OWNER.
- c) The amounts billed for CONSULTANT's services under this Agreement will be based on the cumulative hours charged to the Project during the billing period by each class of CONSULTANT's employees times Standard Hourly Rates for each applicable billing class, plus CONSULTANT's SUBCONSULTANT's charges.
- d) The Standard Hourly Rates charged by CONSULTANT constitute full and complete compensation for CONSULTANT's services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include CONSULTANT's SUBCONSULTANT's charges.
- e) CONSULTANT's Standard Hourly Rates are attached to this Agreement as Attachment C-1.

The total compensation for supplemental services as described in Attachment A is estimated to be \$627,033.00. BBEC has received payments totaling \$143,861.80 to date on supplemental services for this project and therefore has \$483,171.20 left to complete supplemental services, based on the following estimated distribution of compensation. OWNER shall pay CONSULTANT for Supplemental Services set forth in Attachment A as follows:

a)	Railroad Permitting Pre-Bid	\$197,175.00	Lump Sum
a.	\$143,861.80 previously invoiced and paid, \$53,313.20 remaining nh		
b)	Railroad Permitting Post-Bid	\$40,000.00	Not to Exceed
c)	Cofferdam Design	\$139,523.00	Lump Sum
d)	Right-of-Way Research/Servitude Assistance	\$13,135.00	Not to Exceed
e)	Utility Conflicts Pre-Bid	\$31,723.00	Lump Sum
f)	Utility Conflicts Post-Bid	\$28,277.00	Not to Exceed
g)	Grant Assistance	\$15,000.00	Not to Exceed

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

Resident Project Representative Services: For services of CONSULTANT's Resident Project Representative, if requested, a total amount not to exceed of \$162,200.00 at the hourly rate listed in Attachment C-1.

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 365-day construction schedule.

Attachment C-1

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

November 17, 2025

Mr. Zachary Pollock, P.E., Parish Engineer
St. Charles Parish Department of Public Works
15045 River Road
Hahnville, LA 70057

Subject: Improving the Drainage Systems Crossings the Railroads in St. Charles Parish Completion Contract

Dear Zack:

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

Title	Hourly Rate	Title	Hourly Rate
Principal in Charge	\$380.00	Resident Inspector	\$95.00
Project Manager	\$260.00	CADD Designer	\$107.00
Engineering Supervisor	\$245.00	CADD Technician	\$97.00
Senior Project Engineer	\$240.00	Clerical	\$82.00
Project Engineer	\$190.00	GIS Technician	\$120.00
Pre-Professional Project Engineer	\$130.00	Grant Consultant/Administrative	\$105.00

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

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

Jeff Bonura
Jeffrey Bonura, P.E.

2025-0394 INTRODUCED BY MATTHEW JEWELL, PARISH PRESIDENT (DEPARTMENT OF PARKS AND RECREATION)

ORDINANCE NO. 26-1-5

An ordinance approving and authorizing the execution of Change Order No. 1 (Final) for East Bank Bridge Park Improvements (Project No. RECEB123), to increase the contract amount by \$63,294.80 and increase the contract time by one hundred thirty-four (134) days.

WHEREAS, Ordinance No. 23-7-3 adopted on July 10, 2023, by the St. Charles Parish Council, approved and authorized the execution of a Professional Services Agreement with Danny J. Hebert, P.E., L.L.C. d.b.a. Civil & Environmental Consulting Engineers, to perform engineering services for the East Bank Bridge Park Improvements (Project No. RECEB123), in the not to exceed amount of \$293,500.00; and,

WHEREAS, Ordinance No. 24-9-10 adopted on September 23, 2024, by the St. Charles Parish Council, approved and authorized the execution of a Contract with Jones Construction Solutions, LLC, for the East Bank Bridge Park Improvements (Project No. RECEB123), in the amount of \$3,693,000.00; and,

WHEREAS, Change Order No. 1 (Final) will increase the contract amount by \$63,294.80 and increase the contract time by one hundred thirty-four (134) days; and,

WHEREAS, St. Charles Parish and Jones Construction Solutions, LLC have mutually agreed to increase the contract amount by \$63,294.80 and increase the contract time by one hundred thirty-four (134) days.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Change Order No. 1 (Final) for the East Bank Bridge Park Improvements (Project No. RECEB123), to increase the contract amount by \$63,294.80 and increase the contract time by one hundred thirty-four (134) days is hereby approved and accepted.

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

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

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

And the ordinance was declared adopted this 12th day of January, 2026, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: *[Signature]*
SECRETARY: *[Signature]*
CLVD/PARISH PRESIDENT: January 13, 2026
APPROVED: DISAPPROVED:

PARISH PRESIDENT: *[Signature]*
RET/SECRETARY: January 14, 2026
AT: 2:27pm RECD BY: *[Signature]*

SECTION 00806

CHANGE ORDER

No. 1 (FINAL)

DATE OF ISSUANCE: December 8, 2025

EFFECTIVE DATE: 1/13/26

Owner: St. Charles Parish
Contractor: Jones Construction Solutions, L.L.C.
Contract: Jones Construction Solutions, L.L.C.
Project: East Bank Bridge Park Improvements
Owner's Contract No.: RECEB123 Engineer's Contract No.: N/A
ENGINEER: Civil & Environmental Consulting Engineers, Danny J. Hebert, P.E., LLC

You are directed to make the following changes in the Contract Documents:
Description: To increase the contract by \$63,294.80 and add 7 days for the addition of a precast catch basin, 98 days for weather delays, and 29 days for river stages above 11'.

1. **Delete the Following Work Items:**
 - a. Remaining Landscaping Allowance = (-\$15,800.00)
 - b. Delayed Liquidated Damages - The original substantial completion was April 12, 2025. The scheduled substantial completion due to increased days for precast catch basin, weather delays, and river delays was August 24, 2025. The actual substantial completion is September 17, 2025. 158 days over original schedule (April 12, 2025 - September 17, 2025)
 - 7 precast catch basin
 - 98 weather delays (see attached)
 - 22 river stage days (see attached)
 - 24 Days late x \$1,000.00/day = (-\$24,000.00)

Total of Deducted Items = (-\$39,800.00)

2. **Add the Following Work Items:**
 - a. New Contract Item #: Change Request No. 1 - Add 420' of ornamental fence. Addition of \$84,832.00. See attached cost estimate for details.
 - b. New Contract Item #: Change Request No. 2 - Add asphalt subbase demolition. Addition of \$12,669.80. See attached cost estimate for details.
 - c. New Contract Item #: Change Request No. 2 - Add precast catch basin for 48" drainage pipe. Addition of \$5,593.00. See attached cost estimate for details.

Total of Added Work Items = (+\$103,094.80)

Total of Change in Work Items Quantity = (+\$63,294.80)

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

1. Deleted Work Items:
 - a. Change Request No. 2 - Deduction of remaining Landscaping Allowance
 - b. Delayed liquidated damages
2. Add Work Items:
 - a. Change Request No. 1 - 420' of ornamental fence
 - b. Change Request No. 2 - Asphalt subbase demolition
 - c. Change Request No. 2 - Precast catch basin for 48" drainage pipe

Add additional days per below:
The original substantial completion was April 12, 2025. The scheduled substantial completion due to increased days for precast catch basin, weather delays, and river delays was August 24, 2025. The actual substantial completion is September 17, 2025. Liquidated Damages of \$24,000.00 are being assessed.

1. 7 days - Change Request No. 2 - Precast catch basin for 48" drainage pipe
 2. 98 days - Weather delays
 3. 29 days - River stages above 11'
- 134 Days

Attachments: Tabulation of Additional Days
Work Change Directive No. 1
Rain and Weather delays documentation

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: <u>\$3,693,000.00</u>	Original Contract Times: Substantial Completion: <u>April 12, 2025</u> Ready for final payment: _____ (days or dates)
Net Increase (Decrease) from previous Change Orders No. ___ to ___: <u>N/A</u>	Net change from previous Change Orders No. ___ to No. ___: Substantial Completion: <u>N/A</u> Ready for final payment: _____ (days)
Contract Price prior to this Change Order: <u>\$3,693,000.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>April 12, 2025</u> Ready for final payment: _____ (days or dates)
Net increase of this Change Order: <u>\$63,294.80</u>	Net increase this Change Order: Substantial Completion: <u>134 days</u> Ready for final payment: <u>Upon receipt of lien free certificate</u>
Contract Price with all approved Change Orders: <u>\$3,756,294.80</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>August 24, 2025</u> Ready for final payment: <u>Upon receipt of lien free certificate</u>

RECOMMENDED: _____ APPROVED: _____ ACCEPTED: _____
By: *[Signature]* By: *[Signature]* By: *[Signature]*
ENGINEER (Authorized Signature) OWNER (Authorized Signature) CONTRACTOR (Authorized Signature)

Date: 12/8/25 Date: 1-13-26 Date: 12/18/25

2025-0395 INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT (DEPARTMENT OF WASTEWATER)

ORDINANCE NO. 26-1-6
An ordinance approving and authorizing the execution of a Contract with Hard Rock Construction, LLC, for the Kinler Lift Station Replacement (Project No. S220801), in the amount of \$624,712.60.

WHEREAS, Ordinance No. 22-10-6 adopted on October 17, 2022, by the St. Charles Parish Council, approved and authorized the execution of a Professional Services Agreement with Fairway Consulting and Engineering, LLC, to perform engineering services for the Kinler Lift Station Replacement (Project No. S220801), in the not to exceed amount of \$208,859.00; and,

WHEREAS, sealed bids were received by St. Charles Parish on December 2, 2025, for the Kinler Lift Station Replacement (Project No. S220801); and,

WHEREAS, Fairway Consulting and Engineering, LLC has reviewed the bids and recommends that the Contract be awarded to the lowest responsive and responsible bidder, Hard Rock Construction, LLC, in the amount of \$624,712.60.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the bid of Hard Rock Construction, LLC, for the construction of Kinler Lift Station Replacement (Project No. S220801), is hereby approved and accepted in the amount of \$624,712.60.

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

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

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

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

And the ordinance was declared adopted this 12th day of January, 2026, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: *[Signature]*
SECRETARY: *[Signature]*
CLVD/PARISH PRESIDENT: January 13, 2026
APPROVED: DISAPPROVED:

PARISH PRESIDENT: *[Signature]*
RET/SECRETARY: January 14, 2026
AT: 2:27pm RECD BY: *[Signature]*

SECTION 00500

CONTRACT

This agreement entered into this 14th day of JANUARY, 2026, by Hard Rock Construction LLC, hereinafter called the "Contractor", whose business address is 1255 Peters Road, Harvey, LA 70058, 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 I

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: KINLER LIFT STATION REPLACEMENT Project Number: S220801

1.02 The abovementioned work shall be completed in strict accordance with Contract Documents prepared by: FAIRWAY CONSULTING AND ENGINEERING, LLC

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

1.04 The Work is generally described as follows: CONSTRUCTION OF A SUBMERSIBLE SEWERAGE PUMPING STATION, INTERCONNECTING PIPELINES, AND OTHER ANCILLARY CONSTRUCTION.

ARTICLE 2 ENGINEER

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

ARTICLE 3 CONTRACT TIME

3.01 The Contractor shall complete the Work under the Contract within 270 (TWO HUNDRED SEVENTY) 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 ONE THOUSAND dollars \$1,000.00 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) (\$624,712.60) Six Hundred Twenty-Four Thousand Seven Hundred Twelve and 60/100 Dollars based on unit prices specified within this contract document. Contract price is firm and subject only to modification by written Change Order agreed to and signed by both parties and the Engineer and approved by the St. Charles Parish Council.

ARTICLE 6 PAYMENT PROCEDURES

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

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

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

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

- a) Ninety percent (90%) of the approved payment applications for projects with contract of less than \$500,000.00; or
a) 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, guaranteeing payment of the claim with the Recorder of Mortgages for St. Charles Parish. When the Owner receives original proof of such guarantee from the Recorder of Mortgages, the claim deduction will be added back to the Contract Sum.

ARTICLE 7 CONTRACTOR'S REPRESENTATIONS

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

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

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

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

ARTICLE 8 CONTRACT DOCUMENTS

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

- a) Contract (Section 00500)

- b) Performance Bond (Section 00611)
c) Payment Bond (Section 00610)
d) Insurance Certificates
e) Advertisement for Bids (Section 00010)
f) Louisiana Uniform Public Works Bid Form (Section 00300)
g) Addenda (Numbers 1 to 4 inclusive)
h) Contract documents bearing the general title "KINLER LIFT STATION REPLACEMENT" dated OCTOBER 3, 2025.
i) Drawings, consisting of a cover sheet dated OCTOBER 3, 2025 and the sheets listed on Drawing CO-1 (COVER); each sheet bearing the following general title: KINLER LIFT STATION REPLACEMENT
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

ATTEST:
By: Leah Arellano
Title: Clerk, Attest

CONTRACTOR:

By: Jason Jineau
Title: Member/Estimator

ATTEST:
By: Leah Arellano
Title: Witness

2025-0396 INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT (DEPARTMENT OF PUBLIC WORKS) ORDINANCE NO. 26-1-7

An ordinance approving and authorizing the execution of a Professional Services Agreement with C. H. Fenstermaker & Associates, LLC, to perform engineering services for Primrose Canal Cleaning and Improvements - Phase 1B (Project No. P210202), in the amount not to exceed \$56,926.83.

WHEREAS, Primrose Canal Cleaning and Improvements - Phase 1B is described as stabilization, erosion control and cleaning of the Primrose Canal from Lagatutta Avenue to Lagatutta Pump Station, along with improvements to the discharge pipes at said station; and,

WHEREAS, design has been completed under a separate Agreement, as referenced in Ordinance No. 22-3-11 adopted March 21, 2022, by the St. Charles Parish Council, approved and authorized the execution of Professional Services Agreement with C. H. Fenstermaker & Associates, LLC, to perform engineering services for Primrose Canal Cleaning and Improvements (Project No. P210202), in the amount not to exceed \$637,824.00, that has expired as of March 29, 2025; and,

WHEREAS, St. Charles Parish desires to construct this project and therefore bidding, construction administration and inspection services are required to support the construction; and,

WHEREAS, St. Charles Parish and C. H. Fenstermaker & Associates, LLC have mutually agreed to a not to exceed price of \$56,926.83 to complete the Bid Phase, Construction Administration Phase and Resident Project Representative services; and,

WHEREAS, the Professional Services Agreement between St. Charles Parish and C. H. Fenstermaker & Associates, LLC, describes the details of the proposed services and compensation.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS: SECTION I. That the Professional Services Agreement between St. Charles Parish and C. H. Fenstermaker & Associates, LLC, for services as required by the Department of Public Works, to perform engineering services for Primrose Canal Cleaning and Improvements - Phase 1B (Project No. P210202), in the not to exceed amount of \$56,926.83, 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, DEBRULER
NAYS: NONE
ABSENT: FISHER

And the ordinance was declared adopted this 12th day of January, 2026, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
DLPD/PARISH PRESIDENT: [Signature] January 13, 2026
APPROVED: [Signature] DISAPPROVED:
PARISH PRESIDENT: [Signature]
RETD/SECRETARY: [Signature] January 14, 2026
AT: 2:27 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 C. H. Fenstermaker & Associates 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 Primrose Canal Cleaning and Improvements - Phase 1B, Parish Project No. P210202 as described in Ordinance No. 2025-0396 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:

Primrose Canal Cleaning and Improvements - Phase 1B
Parish Project No. P210202

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.

C. H. FENSTERMAKER & ASSOCIATES **ST. CHARLES PARISH**
LLC

By: _____ By: _____
 Name: Angelle Guilbeau Name: _____
 Title: _____ Title: _____
 Date: _____ Date: _____

ATTACHMENT "A"

Primrose Canal Cleaning and Improvements - Phase 1B
 Parish Project No. P210202

Project Scope:

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

Design has been completed for Primrose Canal Cleaning and Improvements - Phase 1B under a separate Agreement that has expired as of March 29, 2025. Therefore, Bid and Construction Administration Phases as well as Resident Inspection services are required to complete the project through construction.

Phase 1B's location is described as Lagatutta Avenue to Lagatutta Pump Station, Stabilization/Erosion Control and Cleaning. Improvements to Lagatutta Pump Station discharge pipes were also included in the Design Scope.

PART 1 - BASIC SERVICES

A. BID PHASE

Upon authorization by OWNER to proceed, CONSULTANT shall:

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

B. CONSTRUCTION PHASE

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

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

- j. Attend Council meetings and other meetings necessary to discuss issues associated with the project.
- k. Record Drawings: The CONSULTANT shall furnish reproducible "RECORD" drawings, based on information provided by the CONTRACTOR, both printed on full size paper as well as electronically via AutoCAD.
- l. Receive from CONTRACTOR, review, and transmit to OWNER maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents
- m. Make visits to the Site at intervals appropriate to the various stages of construction, as CONSULTANT deems necessary, to observe as an experienced and qualified design professional the progress of CONTRACTOR's executed Work.
- n. Perform Substantial Completion walk through, generate Substantial Completion recommendation and accompanying Punch List. Perform final inspection and make a recommendation for acceptance.
- o. The Construction Phase will commence with the execution of the Notice of Intent to Award for the Project and will terminate upon written recommendation by CONSULTANT for final payment to CONTRACTORS.

C. RESIDENT PROJECT REPRESENTATIVE (RPR)

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

The duties and responsibilities of the RPR are as follows:

- 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).
 - a. Undertake any of the responsibilities of CONTRACTOR, Subcontractors, or Suppliers.
 - b. 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.
 - c. 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"

Primrose Canal Cleaning and Improvements - Phase 1B
 Parish Project No. P210202

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
Bid Phase	45
Construction Phase	45

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"

Primrose Canal Cleaning and Improvements - Phase 1B
 Parish Project No. P210202

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 is estimated to be \$56,926.83 based on the following estimated distribution of compensation:
 - 1. Bid Phase \$3,272.18
 - 2. Construction Phase \$16,360.90
 - 3. Resident Project Representative \$37,293.75
- b. CONSULTANT may, with OWNER's consent, alter the distribution of

compensation between individual phases of the Work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by OWNER.

- c. The amounts billed for CONSULTANT's services under this Agreement will be based on the cumulative hours charged to the Project during the billing period by each class of CONSULTANT's employees times Standard Hourly Rates for each applicable billing class, plus CONSULTANT's SUBCONSULTANT's charges.
- d. The Standard Hourly Rates charged by CONSULTANT constitute full and complete compensation for CONSULTANT's services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include CONSULTANT's SUBCONSULTANT's charges.
- e. CONSULTANT's Standard Hourly Rates are attached to this Agreement as Attachment C-1.
- f. 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 45-day construction schedule.

Attachment C-1

Schedule Number: 2025ENG_M001
Effective Date: January 1, 2025



Proprietary and Confidential

Occupational Classifications	Hourly Rate
Supervising Engineer	\$215.00
Project Manager	\$170.00
Associate Project Manager	\$130.00
Engineer III	\$200.00
Engineer II	\$165.00
Engineer I	\$140.00
Engineer Intern II	\$120.00
Engineer Intern I	\$110.00
Senior Technician	\$105.00
Technician	\$95.00
Senior Construction Administration	\$170.00
Construction Administration	\$140.00
Senior Construction Inspector	\$95.00
Construction Inspector	\$90.00
Senior GIS Specialist	\$155.00
GIS Specialist	\$95.00
Planner	\$135.00
Senior Land Surveyor	\$170.00
Land Surveyor	\$145.00
Senior Survey Technician	\$120.00
Survey Technician	\$100.00
Project Scientist III	\$145.00
Project Scientist II	\$130.00
Project Scientist I	\$105.00
Environmental Technician	\$80.00
One (1) Person Survey Crew	\$100.00
Two (2) Person Survey Crew	\$140.00
Three (3) Person Survey Crew	\$185.00
Administrative Assistant	\$60.00

Equipment	Per Day
RTK (Real Time Kinematic), 2 - GPS Receivers	\$475.00
Robotic Total Station	\$325.00
LIDAR Scanner	\$1,500.00
Laser Scanner	\$1,000.00
UAV - Multi Rotor	\$350.00
UAV - Fixed Wing RTK	\$600.00
10' - 14' Survey Vessel	\$175.00

Supplies	Each
1" x 1" x 48" Wood Stake	\$1.85
2" PVC Pipe	\$1.55/Linear Ft.
T-Post	\$14.00
20' Iron Pipe/Rebar	\$35.00

Crew Expenses:	Per Item
Field Truck Mileage	\$1.75/per mile
Vehicle Mileage (excludes field trucks)	\$1.00/per mile
Per Diem	\$68/Person
Travel Related Expenses	Cost + 10%

Additional Equipment and Supply rates shall be added as required by Scope of Work
The rates identified on this rate schedule are valid for a period of one year from the listed effective date. Work performed beyond one year from the listed effective date shall be billed at Fenstermaker's current rate schedule.

2025-0398
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)
ORDINANCE NO. 26-1-8

An ordinance approving and authorizing the execution of Amendment No. 1 to Ordinance 25-2-13, which approved the Professional Services Agreement with Alpha Testing and Inspection, Inc., for testing and inspection services for Capital Project Testing and Inspection (Project No. P250107), in the amount not to exceed \$250,000.00, increasing the overall contract value to \$500,000.00.

WHEREAS, Ordinance No. 25-2-13 adopted on February 24, 2025, by the St. Charles Parish Council, approved and authorized the execution of a Professional Services Agreement with Alpha Testing and Inspection, Inc., for testing and inspection services for the Capital Project Testing and Inspection (Project No. P250107), in the not to exceed amount of \$250,000.00; and,

WHEREAS, the funds of the original agreement have been expended through various task orders for multiple Capital Projects during the 2025 calendar year and therefore more funds are needed to accommodate testing and inspection of projects currently being bid and projects to bid in 2026; and,

WHEREAS, St. Charles Parish and Alpha Testing and Inspection, Inc., have mutually agreed to a not to exceed price of \$250,000.00 to complete the work, increasing the overall contract value to \$500,000.00; and,

WHEREAS, the Amendment No. 1 between St. Charles Parish and Alpha Testing and Inspection, Inc., described the details of the proposed services and compensation.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Amendment No. 1 to the Professional Services Agreement between St. Charles Parish and Alpha Testing and Inspection, Inc., for continued testing and inspection services for Capital Project Testing and Inspection (Project No. P250107), in the amount not to exceed of \$250,000.00, increasing the overall contract value to \$500,000.00, is hereby approved and accepted.

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

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

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

And the ordinance was declared adopted this 12th day of January, 2026, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
DLVD/PARISH PRESIDENT: January 13, 2026
APPROVED: [Signature] DISAPPROVED:

PARISH PRESIDENT: [Signature]
RET/SECRETARY: January 14, 2026
AT: 2:27pm RECD BY: [Signature]

**AMENDMENT NO. 1
TO
PROFESSIONAL SERVICES AGREEMENT
FOR CAPITAL PROJECT TESTING AND
INSPECTION (PARISH PROJECT NO.
P250107)**

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

BY AND BETWEEN:

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

Alpha Testing and Inspection, Inc. represented herein by Brandon Devillier, duly authorized by Corporate Resolution attached hereto (hereafter sometimes referred to as "consulting");

WHEREAS, Ordinance No. 25-2-13 adopted on February 24, 2025, by the St. Charles Parish Council, approved and authorized the execution of a Professional Services Agreement with Alpha Testing and Inspection, Inc., for testing and inspection services for Capital Project Testing and Inspection (Project No. P250107) in the not to exceed amount of \$250,000.00; and,

WHEREAS, the funds of the original agreement have been expended through various task orders for multiple Capital Projects during the 2025 calendar year and therefore more funds are needed to accommodate testing and inspection of projects currently being bid and projects to be bid in 2026; and,

WHEREAS, St. Charles Parish and Alpha Testing and Inspection, Inc., have mutually agreed to a not to exceed price of \$250,000.00 to complete the work, increasing the overall contract value to \$500,000.00; and,

WHEREAS, the Amendment No. 1 between St. Charles Parish and Alpha Testing and Inspection, Inc., described the details of the proposed services and compensation.

Changes to the Contract Attachments are as follows:

ATTACHMENT "A"

No Changes to Scope

ATTACHMENT "B"

No Changes to Schedule

ATTACHMENT "C"

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

- a. The total compensation for testing services as described in Attachment A is estimated to be \$500,000.00.
- b. The amounts billed for CONSULTANT's services under this Agreement will be based on the cumulative hours charged to the Project during the billing period by each class of CONSULTANT's employees times Standard Hourly Rates for each applicable billing class.
- c. The Standard Hourly Rates charged by CONSULTANT constitute full and complete compensation for CONSULTANT's services, including labor costs, overhead, and profit.
- d. CONSULTANT's Standard Hourly Rates have not changed as of this Amendment. Refer to the original Agreement's Attachment C-1 for Standard Hourly Rates.

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

ALPHA TESTING AND INSPECTION	ST. CHARLES PARISH
By: _____	By: _____
Name: Brandon Devillier	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
WITNESS	WITNESS
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

2025-0399
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF LEGAL SERVICES)
ORDINANCE NO. 26-1-9

An ordinance to approve and authorize the execution of a Consulting Agreement between Adams and Reese, LLP and St. Charles Parish for federal governmental affairs representation.

WHEREAS, Adams and Reese, LLP, has provided direct representation before the Federal Government, including Congress, the Administration and various Federal Agencies and Departments; and,

WHEREAS, it is the desire of the St. Charles Parish Council to obtain the services of Adams and Reese, LLP.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Consulting Agreement for services between Adams and Reese, LLP and St. Charles Parish is hereby approved and accepted.

SECTION II. That the Parish President is hereby authorized to execute said Consulting Agreement on behalf of St. Charles Parish, along with any other documents or instruments necessary to carry out the intent of this ordinance.

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

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

And the ordinance was declared adopted this 12th day of January, 2026, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
DLVD/PARISH PRESIDENT: January 13, 2026
APPROVED: [Signature] DISAPPROVED:

PARISH PRESIDENT: [Signature]
RET/SECRETARY: January 14, 2026
AT: 2:27pm RECD BY: [Signature]

CONSULTING AGREEMENT

THIS AGREEMENT is made and effective as of the _____ day of _____, 2026 by and between ST. CHARLES PARISH, a government entity of the State of Louisiana, acting herein by and through its President, Matthew Jewell, who is duly authorized to act on behalf of said Parish, (hereinafter called St. Charles Parish) and Adams and Reese, LLP, a limited liability partnership acting herein by and through its duly authorized representative (hereinafter called Consultant):

Whereas, in consideration of the mutual promises and covenants set forth herein, St. Charles Parish and Consultant agree to the following terms and conditions:

- I. Duties and Responsibilities of Consultant:
 - a. St. Charles Parish does hereby retain the services of Consultant and Consultant

hereby agrees to provide these services to St. Charles Parish all according to the terms set out in this Agreement. The principal duties of Consultant shall be to provide services as follows:

- i. Advise and consult on behalf of St. Charles Parish with the Executive and Legislative branches of the Federal Government, and all their departments and agencies, as may be deemed necessary to further the interest of St. Charles Parish, including to secure federal support, funding, and policy alignment for St. Charles Parish's infrastructure, water, wastewater, and coastal protection priorities;
ii. Federal Strategy Development - Develop and implement a comprehensive federal funding and policy strategy for St. Charles Parish, including funding and authorization for a new parish water plant; utilization of the U.S. Army Corps of Engineers Section 219 Wastewater Infrastructure Program; and identification of multi-agency opportunities to fund large-scale coastal restoration and flood protection initiatives. Prepare an annual Federal Strategy Plan outlining key priorities, timelines, and targeted funding programs;
iii. Congressional and Agency Engagement - Engage directly with Louisiana's federal delegation, committee staff, and relevant agencies (USACE, FEMA, EPA, USDA, DOL, DOE, NOAA, USDOT, etc.). Coordinate visits, meetings, and briefings in Washington, D.C., and Louisiana to promote Parish priorities. Advocate for St. Charles Parish inclusion in congressional appropriations, report language, or infrastructure initiatives;
iv. Funding Pursuit and Support - Identify, monitor, and assist in pursuing federal grant and appropriations opportunities aligned with Parish needs. Provide strategic guidance and coordination on federal applications, support letters, and agency outreach. Develop tactics for securing direct federal investments or cost-share funding for Parish projects;
v. Monitoring and Reporting - Track and evaluate federal legislation, regulations, and funding cycles impacting the Parish. Provide quarterly progress reports detailing meetings, outcomes, and funding opportunities pursued;
vi. Representation and Coordination - Represent St. Charles Parish before federal agencies and Congress when requested. Coordinate closely with the Parish President and staff to ensure unified strategy across all federal engagements;
vii. Deliverables - Consultant shall provide St. Charles Parish with an Annual Federal Strategy Plan, Quarterly Federal Progress Reports, and any requested Meeting and Contact Logs; and
viii. Appear before the Parish President and/or Council whenever requested to do so by the Parish President and/or Council for the purpose of providing information and answering questions regarding matters covered by this agreement.

b. In providing the services described herein, Consultant shall be available to St. Charles Parish at times mutually agreeable to both parties during the period this Agreement is in effect.

II. Terms and Agreement:

- a. This Agreement shall be effective for a period of two (2) years (twenty-four months) beginning February 1, 2026, and can be extended by agreement of the parties for an additional one (1) year term (twelve months). The Agreement may be terminated for cause or upon the death or incapacitating disability of Consultant. In the event of termination, any compensation accrued but unpaid at the time of the termination shall be paid to the Consultant or his assigns.
b. This Agreement further contemplates that Consultant shall, from time to time, be called upon to provide special services for St. Charles Parish over and above those specified herein, but yet undefined, which services shall be referred to as "special other services or projects", the details of which shall be set forth in a separate written supplement to this Agreement at the time any "special project" is assigned by St. Charles Parish to Consultant. Compensation for any "special other services or projects" specifically agreed upon and approved in writing by St. Charles Parish and Consultant shall be agreed upon in writing prior to beginning the "special other services or projects".
c. This Agreement may be terminated by either party without cause upon thirty (30) days written notice to the other party.

III. Compensation:

- a. Beginning February 1, 2026, St. Charles Parish agrees to pay Consultant a fee of One Hundred Twenty Thousand Dollars and No Cents (\$120,000.00) per annum (paid at a rate of \$10,000.00 per month) for the period this contract is in effect to carry out the terms and conditions of this Agreement for the services referenced herein. The fee shall be paid per month enumerated on the request for payment form approved by St. Charles Parish.
b. Consultant is an independent contractor and, therefore, shall not be entitled to any employee benefits of St. Charles Parish.

c. Payment to the Consultant shall be by check to Consultant (tax identification number 72-0424362). Such payment shall discharge St. Charles Parish of any further obligation with regard to the services performed for which payment has been made.

IV. Confidentiality: Consultant acknowledges that in the course of performing assignments for St. Charles Parish, Consultant will be exposed to confidential, proprietary, educational and administrative information of St. Charles Parish. Any confidential information acquired by the Consultant shall not be disclosed by it to others or used for Consultant's own benefit. The obligations of Consultant under this paragraph shall survive termination of this Agreement. Consultant shall have no obligation to keep confidential information that (a) was known to Consultant, as evidenced by its written records, prior to receipt of authoritative disclosures; or that (b) hereinafter becomes generally known to the public through no fault of Consultant.

V. Insurance:
a. Consultant shall secure and maintain at its expense professional liability insurance in at least the sum of \$1,000,000.00.
b. All certificates of insurance shall be furnished to St. Charles Parish and shall provide that insurance shall not be cancelled without ten (10) days prior written notice to St. Charles Parish.

VI. 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.

VII. Termination for Non-Appropriation of Funds: The continuation of this Agreement shall be contingent upon the appropriation of funds to fulfill the requirements of the Agreement. Notwithstanding any provisions herein, in the event sufficient funds for the performance of this Agreement are not appropriated by St Charles Parish in any fiscal year covered by this Agreement, this Agreement may be terminated by St Charles Parish giving thirty (30) days advance notice to Consultant of such facts and St Charles Parish's intention to terminate its financial obligation.

VIII. 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.

This Agreement shall be effective on February 1, 2026 and shall terminate on January 31, 2028, unless otherwise extended, re-negotiated or terminated for as set forth above herein.

[SIGNATURES ON NEXT PAGE]

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

WITNESSES: ST. CHARLES PARISH
Kauyhagey Matthew Jewell
Sdelcastro By: Matthew Jewell
Parish President
1-13-26
Date:

WITNESSES: ADAMS AND REESE, LLP
CONSULTANT
By:
Date:

2025-0400
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF LEGAL SERVICES)
ORDINANCE NO. 26-1-10

An ordinance to approve and authorize the execution of a Consulting Agreement between Connick and Associates, LLC and St. Charles Parish for state governmental affairs representation.

WHEREAS, Connick and Associates, LLC has provided direct representation before the Louisiana State Government, including the Legislature, the Administration and various State Agencies and Departments; and,
WHEREAS, it is the desire of the St. Charles Parish Council to obtain the services of Connick and Associates, LLC.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:
SECTION I. That the Consulting Agreement for services between Connick and Associates, LLC and St. Charles Parish is hereby approved and accepted.

SECTION II. That the Parish President is hereby authorized to execute said Consulting Agreement on behalf of St. Charles Parish, along with any other documents or instruments necessary to carry out the intent of this ordinance.

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

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

And the ordinance was declared adopted this 12th day of January, 2026, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
DLVD/PARISH PRESIDENT: [Signature] January 13, 2026
APPROVED: [Signature] DISAPPROVED:
PARISH PRESIDENT: [Signature]
REFD/SECRETARY: [Signature] January 14, 2026
AT: 2:27pm RECD BY: [Signature]

CONSULTING AGREEMENT

THIS AGREEMENT is made and effective as of the _____ day of _____, 2026 by and between ST. CHARLES PARISH, a government entity of the State of Louisiana, acting herein by and through its President, Matthew Jewell, who is duly authorized to act on behalf of said Parish, (hereinafter called St. Charles Parish) and Connick and Associates, LLC, a limited liability company acting herein by and through its duly authorized representative (hereinafter called Consultant):

Whereas, in consideration of the mutual promises and covenants set forth herein, St. Charles Parish and Consultant agree to the following terms and conditions:

I. Duties and Responsibilities of Consultant:

- a. St. Charles Parish does hereby retain the services of Consultant and Consultant hereby agrees to provide these services to St. Charles Parish all according to the terms set out in this Agreement. The principal duties of Consultant shall be to provide services as follows:
 - i. Advise and consult on behalf of St. Charles Parish with the Executive and Legislative branches of the Louisiana State Government, and all their departments and agencies, as may be deemed necessary to further the interest of St. Charles Parish, including to secure state support, funding, and policy alignment for St. Charles Parish's infrastructure, water, wastewater, and coastal protection initiatives and other priorities;
 - ii. State Strategy Development: Develop and execute a state legislative and funding strategy targeting Capital Outlay allocations; CPRA annual and master plan inclusion; and state cost-share and grant programs through LDNR, LDEQ, and CPRA. Produce an annual State Legislative and Funding Plan detailing objectives, target programs, and key legislative allies;
 - iii. Legislative and Agency Advocacy: Advocate directly before the Louisiana Legislature, Governor's Office, Division of Administration, and CPRA Board. Organize and support Parish leadership participation in legislative testimony and agency briefings. Proactively advance Parish priorities throughout the legislative session and planning cycles;
 - iv. Funding Identification and Positioning: Identify and monitor state funding programs and policy changes impacting local government infrastructure. Strategically position St. Charles Parish projects for inclusion in state budgets and CPRA funding plans, grant programs, etc.;
 - v. Monitoring and Reporting: Track state legislation, hearings, and agency actions relevant to Parish priorities. Provide monthly updates during session and quarterly written reports summarizing meetings, advocacy efforts, and measurable outcomes;
 - vi. Representation and Coordination: Serve as the Parish's primary liaison to state agencies and legislative offices. Coordinate closely with Parish leadership to ensure alignment with federal strategy and maximize funding synergy.
 - vii. Deliverables – Consultant shall provide St. Charles Parish with an Annual State Legislative and Funding Plan, Monthly Updates (during session) and Quarterly Progress Reports; and Documentation of legislative meetings and advocacy outcomes; and
 - viii. Appear before the Parish President and/or Council whenever requested to do so by the Parish President and/or Council for the purpose of providing information and answering questions regarding matters covered by this agreement.
- b. In providing the services described herein, Consultant shall be available to St. Charles Parish at times mutually agreeable to both parties during the period this Agreement is in effect.

II. Terms and Agreement:

- a. This Agreement shall be effective for a period of two (2) years (twenty-four months) beginning February 1, 2026, and can be extended by agreement of the parties for an additional one (1) year term (twelve months) The Agreement may be terminated for cause or upon the death or incapacitating disability of Consultant. In the event of termination, any compensation accrued but unpaid at the time of the termination shall be paid to the Consultant or his assigns.
- b. This Agreement further contemplates that Consultant shall, from time to time, be called upon to provide special services for St. Charles Parish over and above those specified herein, but yet undefined, which services shall be referred to as "special other services or projects", the details of which shall be set forth in a separate written supplement to this Agreement at the time any "special project" is assigned by St. Charles Parish to Consultant. Consultant shall not be compensated for any "special other services or projects" unless said services and payment are specifically agreed upon and approved in writing by St. Charles Parish prior to beginning the "special other services or projects".
- c. This Agreement may be terminated by either party without cause upon thirty (30) days written notice to the other party.

III. Compensation:

- a. Beginning February 1, 2026, St. Charles Parish agrees to pay Consultant a fee of One Hundred Eighty Thousand Dollars and No Cents (\$180,000.00) per annum (paid at a rate of \$15,000.00 per month) for the period this contract is in effect to carry out the terms and conditions of this Agreement for the services referenced herein. The fee shall be paid per month enumerated on the request for payment form approved by St. Charles Parish.
- b. Consultant is an independent contractor and, therefore, shall not be entitled to any employee benefits of St. Charles Parish.
- c. Payment to the Consultant shall be by check to Consultant (tax identification number 438-02-7352). Such payment shall discharge St. Charles Parish of any further obligation with regard to the services performed for which payment has been made.

IV. Confidentiality: Consultant acknowledges that in the course of performing assignments for St. Charles Parish, Consultant will be exposed to confidential, proprietary, educational and administrative information of St. Charles Parish. Any confidential information acquired by the Consultant shall not be disclosed by it to others or used for Consultant's own benefit. The obligations of Consultant under this paragraph shall survive termination of this Agreement. Consultant shall have no obligation to keep confidential information that (a) was known to Consultant, as evidenced by its written records, prior to receipt of authoritative disclosures; or that (b) hereinafter becomes generally known to the public through no fault of Consultant.

V. Insurance:

- a. Consultant shall secure and maintain at its expense professional liability insurance in at least the sum of \$1,000,000.00.
- b. All certificates of insurance shall be furnished to St. Charles Parish and shall provide that insurance shall not be cancelled without ten (10) days prior written notice to St. Charles Parish.

VI. 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.

VII. Termination for Non-Appropriation of Funds: The continuation of this Agreement shall be contingent upon the appropriation of funds to fulfill the requirements of the Agreement. Notwithstanding any provisions herein, in the event sufficient funds for the performance of this Agreement are not appropriated by St Charles Parish in any fiscal year covered by this Agreement, this Agreement may be terminated by St Charles Parish giving notice to the Consultant of such facts and St Charles Parish's intention to terminate its financial obligation.

VIII. Indemnification: Consultant shall indemnify and hold harmless St. Charles Parish, 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.

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

This Agreement shall be effective on February 1, 2026 and shall terminate on January 31, 2028, unless otherwise extended, re-negotiated or terminated for as set forth above herein.

[SIGNATURES ON NEXT PAGE]

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

WITNESSES:
Kayley
SdeCastro

ST. CHARLES PARISH
Matthew Jewell
By: Matthew Jewell
Parish President
Date: 1/13/26

WITNESSES:

CONNICK AND ASSOCIATES, LLC
CONSULTANT
By: _____
Date: _____

2025-0360

RESOLUTION NO. 6883

A resolution appointing a member to the South Central Louisiana Human Services Authority Board.

WHEREAS: there exists a vacancy on the SOUTH CENTRAL LOUISIANA HUMAN SERVICES AUTHORITY BOARD; due to the expiration of the term of Ms. Barbara Fuselier on January 1, 2026; and,

WHEREAS, it is the desire of the Parish Council to fill this vacancy. NOW, THEREFORE, BE IT RESOLVED, that Ms. Barbara Fuselier 118 Cottage Drive, Luling, LA 70070 is hereby appointed to the SOUTH CENTRAL LOUISIANA HUMAN SERVICES AUTHORITY BOARD.

BE IT FURTHER RESOLVED, that said appointment shall be effective IMMEDIATELY and shall expire JANUARY 1, 2029.

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 12th day of January, 2026, to become effective five (5) days after publication in the Official Journal.

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

PARISH PRESIDENT: [Signature]
RETD/SECRETARY: [Signature]
AT: 2:27pm RECD BY: [Signature]

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.

[Signature]
MICHELLE IMPASTATO
COUNCIL SECRETARY

Publish: January 22, 2026

Public Notice

St. Charles Parish School Board Committee Meetings (Monday, January 12, 2026)
Generated by Shelly Babineaux on Tuesday, January 13, 2026

Members present: Ellis A. Alexander, Arthur A. Aucoin, John L. Smith, Alex L. Sufferin, Becky Weber, Karen Boudreaux, Ray Gregson, Scott Cody

Meeting called to order at 4:29 PM

1. Risk Management & Insurance Committee

1.02 Analytic Firm Recommendation

Director of Risk Management & Insurance, Damisha Gray, Insurance Technician, Samantha Boras, and David Babin with USI presented Item 1.02 to the Board.

St. Charles Parish School Board utilizes a pharmacy analytics firm to provide independent data analysis, audit support, and strategic guidance to help ensure cost transparency, identify savings opportunities, and improve overall plan performance.

A discussion was held on quarterly meetings, their format, and topics to be covered. The current contract, its cost, and the selection committee process were also discussed. All information will be shared with the full board as requested at the next Committee meeting.

Motion by R. Gregson; second by K. Boudreaux to adjourn.

This item will be on the January 14, 2026, Board meeting agenda.

2. Capital Improvements Committee

K. Boudreaux called the Capital Improvements Committee to order.

2.01 Bid Authorization Request - Hahnville High School Athletic Field Parking and Sidewalk Improvements Project

Assistant Superintendent of Operations John Rome, Jr., and Executive Director of Safety, Athletics & Ancillary Services K. Rogers presented Item 2.01 to the Board.

The Hahnville High School Athletic Field Parking and Sidewalk Improvements project is an approved project under the Phase Two (2) Long Range Plan for Physical Education and Athletic Facilities. The engineer has completed the project plans and they are ready for bid.

The Triple A parking will be separate, and details were discussed.

This item will be on the January 14, 2026, Board meeting agenda.

2.02 Substantial Completion - Hahnville High School Triple A Alumni Center Project

Assistant Superintendent of Operations John Rome, Jr., Executive Director of Safety, Athletics & Ancillary Services K. Rogers, and Jeff Aubert with Aubert Engineers presented Item 2.02 to the Board.

K. Rogers will contact E. Alexander concerning a tour of the building. Punch items were discussed as well.

The Hahnville High School Triple A Alumni Center is ready for acceptance as substantially complete. The final inspection of the Hahnville High School Triple A Alumni Center was held on Tuesday, December 9, 2025, with punch list items remaining. The architect recommends acceptance. Acceptance of substantial completion of the Hahnville High School Triple A Alumni Center project will allow the contractor to process all close-out documents.

This agenda item will be on the January 14, 2026, Board meeting agenda.

2.03 Substantial Completion - Destrehan High School Triple A Alumni Center Project

Assistant Superintendent of Operations John Rome, Jr., Executive Director of Safety, Athletics & Ancillary Services K. Rogers, and Michael Tabb with Murray Architects presented Item 2.03 to the Board.

The Destrehan High School Triple A Alumni Center is ready for acceptance as substantially complete. The final inspection for the Destrehan High School Triple A Alumni Center will be held on January 13, 2025, with punch list items remaining. The architect recommends acceptance. Acceptance of substantial completion of the Destrehan High School Triple A Alumni Center project will allow the contractor to process all close-out documents.

This agenda item will be on the January 14, 2026, Board meeting agenda.

2.04 Destrehan High School and Hahnville High School Stadium Turf Replacement Project

Assistant Superintendent of Operations John Rome, Executive Director of Safety, Athletics & Ancillary Services Kade Rogers, and the engineering firm representative presented Item 2.04 to the Board.

The drainage issue at DHS, turf maintenance, the installation timeline, and turf reuse were discussed. Football practices will be affected by turf installation, but alternate plans are in effect.

The Destrehan High School and Hahnville High School Stadium Turf Replacement project is an approved project under the Phase Two (2) Long Range Plan for Physical Education and Athletic Facilities. The engineer has completed the project plans. We are requesting that these services be procured through the Sourcewell government purchasing agreement.

This item will be on the January 14, 2026, Board meeting agenda.

Motion by A. Aucoin; second by J. Smith to adjourn.

3. Technology Committee

Ray Gregson called the Technology Committee to order.

3.01 Request for Proposal Acceptance - Internal Connections: Network Infrastructure Upgrades - Cabling

Executive Director of Technology Kelsey Hegel, presented Item 3.01 to the Board. Costs were discussed, and Ms. Hegel informed the Board that the E-rate will fund this project and we do not fund first, then be reimbursed. The longevity of e-rate funding was also discussed.

Eligibility for E-rate funding is contingent upon completing the formal request for proposal process within the application timelines. Proposals were sought for Internal Connections: Network Infrastructure Upgrades - Cabling. Five (5) proposals were submitted. The scoresheet attached was referenced.

This item will be on the January 14, 2026, Board meeting agenda.

Motion by K. Boudreaux; second by E. Alexander to adjourn.

4. Personnel & Policy Committee

E. Alexander called the Personnel & Policy Committee to order.

4.01 Personnel Items

Executive Director of Human Resources Teresa Brown, presented Item 4.01 to the Board. Teacher retention rate was discussed.

Staffing management is necessary to maintain the effective functioning of St. Charles Parish Public Schools. The Human Resources Department provides the Board with a monthly staffing update.

This item will be on the January 14, 2026, Board meeting agenda.

4.02 Recommendation of Termination for a Probationary Employee

Superintendent, Dr. Ken Cerling, presented Item 4.02 to the Board.

Per Board Policy 4.6.10 - Employee Discipline, Section IV.A.1, each school bus operator serves a three-year probationary term from the date of initial employment. During this probationary period, the School Board may dismiss or discharge a bus operator upon the Superintendent's written recommendation, accompanied by valid reasons, in accordance with R.S. 17:492(A).

In alignment with this policy and statute, the Superintendent is recommending the termination of a probationary school bus operator for the Board's consideration.

This item will be on the January 14, 2026, Board meeting agenda.

Motion by B. Weber; second by J. Smith to adjourn.

5. Finance & Audit Committee

J. Smith called the Finance & Audit Committee to order.

5.01 Accounts Payable for the Month of December 2025

Chief Financial Officer Ronald White presented Item 5.01 to the Board.

Invoices and other financial obligations of the school district are customarily paid weekly, request for approval of these transactions is normally made to the Board monthly. The Board must approve expenditures of public funds under its jurisdiction.

This item will be on the January 14, 2026, Board meeting agenda.

Motion by B. Weber; second by A. Sufferin to adjourn.

6. Legislative Committee

B. Weber called the Legislative Committee to order.

6.01 Selection of Lobbying Services Firm

Ragina McMillan presented Item 6.01 to the Board.

Legislative actions directly impact St. Charles Parish Public Schools' operations. A request for qualifications was publicized, seeking proposals from qualified firms to provide legislative advocacy services. Following the close of the solicitation period, one (1) proposal was received from Magnolia Strategic Consultants, LLC. Discussions were held on legislative changes and being more proactive during legislative session.

In order to assist the school system with legislative affairs, it is recommended to enter into a contract with Magnolia Strategic Consultants to provide lobbying services for the 2026 Legislative Session, with an option to renew the contract for an additional one or two-year extension.

This item will be on the January 14, 2026, Board meeting agenda.

Motion by A. Sufferin; second by R. Gregson to adjourn.

7. Consent Agenda Items

Board President Scott Cody with the full Board decided on consenting Items 2.01, 2.02, 2.03, 3.01, 4.01 and 5.01.

Publish: January 22, 2026

Public Notice

St. Charles Parish School Board Meeting (Wednesday, January 14, 2026)
Generated by Shelly Babineaux on Thursday, January 15, 2026

Members present: Ellis A. Alexander, Arthur A. Aucoin, John L. Smith, Alex L. Sufferin, Becky Weber, Karen Boudreaux, Ray Gregson, Scott Cody

Meeting called to order at 6:39 PM

1. Opening Items

1.01 Call To Order

The Board President Scott Cody called the meeting to order.

1.02 Pledge of Allegiance

Makenzie Meunier, a Senior at Hahnville High School led the prayer before the pledge.

District 5 Board Member John Smith led the Pledge of Allegiance.

1.03 Roll Call

All eight board members, the Superintendent Dr. Ken Cerling, and Executive Secretary Shelly Babineaux were present.

2. Resolutions/Proclamations

2.01 National School Counseling Week Proclamation

Accept the National School Counseling Week Proclamation.

Motion by Ellis A. Alexander, second by Arthur A. Aucoin.

Final Resolution: Motion Carries

Yes: Ellis A. Alexander, Arthur A. Aucoin, John L. Smith, Alex L. Sufferin, Becky Weber, Karen Boudreaux, Ray Gregson, Scott Cody

2.02 Louisiana School Board Recognition Month Resolution

Adopt the Louisiana School Board Recognition Month Resolution.

Motion by Karen Boudreaux, second by Becky Weber.

Final Resolution: Motion Carries

Yes: Ellis A. Alexander, Arthur A. Aucoin, John L. Smith, Alex L. Sufferin, Becky Weber, Karen Boudreaux, Ray Gregson, Scott Cody

3. Recognitions

3.01 St. Charles Parish Public Schools' United Way Campaign

Community Engagement Coordinator Kelsey Pollock presented to the Board the results of the 2025 SCPPS United Way Campaign.

United Way of St. Charles Director John Diaz thanked St. Charles Parish Public Schools, the employees, and the Board for their support.

3.02 Board and Superintendent's Recognition

Public Information Coordinator Alexis Cannon presented the recognition for January.

4. Consent Agenda Items

4.01 Consent Agenda Items

4.02 Bid Authorization Request - Hahnville High School Athletic Field Parking and Sidewalk Improvements Project

Resolution: Approve the bid authorization request for Hahnville High School Athletic Field Parking and Sidewalk Improvements project.

4.03 Substantial Completion - Hahnville High School Triple A Alumni Center Project

Resolution: Accept the substantial completion of Hahnville High School Triple A Alumni Center project.

4.04 Substantial Completion - Destrehan High School Triple A Alumni Center Project

Resolution: Accept the substantial completion of Destrehan High School Triple A Alumni Center project.

4.05 Personnel Items

Resolution: Receive the personnel items as presented to the Board.

4.06 Request for Proposal Acceptance - Internal Connections: Network Infrastructure Upgrades - Cabling

Resolution: Authorize the request for proposals for Internal Connections: Network Infrastructure Upgrades - Cabling.

4.07 Accounts Payable for the Month of December 2025

Resolution: Approve the accounts payable for the month of December 2025.

COST

General Fund \$ 3,885,828

Special Revenue Funds 475,339

Capital Projects Funds 1,779,160

Debt Service Funds 0

GRAND TOTAL \$ 6,140,127

Approve the Consent Agenda Items presented (4.02, 4.03, 4.04, 4.5, 4.06 & 4.07)

Motion by Becky Weber; second by Ray Gregson.

Final Resolution: Motion Carries

Yes: Ellis A. Alexander, Arthur A. Aucoin, John L. Smith, Alex L. Sufferin, Becky Weber, Karen Boudreaux, Ray Gregson, Scott Cody

5. Business Items

5.01 Board Meeting Minutes

Approve the minutes of the following meetings:

December 9, 2025, Committee Meetings

December 10, 2025, Board Meeting

December 15, 2025, Budget Review Committee Meeting

Motion by Alex L. Sufferin, second by John L. Smith.

Final Resolution: Motion Carries

Yes: Ellis A. Alexander, Arthur A. Aucoin, John L. Smith, Alex L. Sufferin, Becky Weber, Karen Boudreaux, Ray Gregson, Scott Cody

5.02 Analytics Firm Recommendation

Approve the recommendation of PayerAlty to provide pharmacy analytics services.

Motion by Arthur A. Aucoin, second by Karen Boudreaux.

Final Resolution: Motion Carries

Yes: Ellis A. Alexander, Arthur A. Aucoin, John L. Smith, Becky Weber, Karen Boudreaux, Scott Cody

No: Alex L. Sufferin, Ray Gregson

5.03 Destrehan High School and Hahnville High School Stadium Turf Replacement Project

Approve the purchase of Pivet Field Turf at the Destrehan High School and Hahnville High School Stadiums, utilizing the Sourcewell government purchasing agreement as submitted by GeoSurfaces, Inc. at a cost of \$1,882,800.

Motion by Karen Boudreaux, second by Arthur A. Aucoin.

Final Resolution: Motion Carries

Yes: Ellis A. Alexander, Arthur A. Aucoin, John L. Smith, Alex L. Sufferin, Becky Weber, Karen Boudreaux, Ray Gregson, Scott Cody

5.04 Recommendation of Termination for a Probationary Employee

Approve the Superintendent's recommendation to terminate employment of a probationary employee.

Motion by Ellis A. Alexander, second by Karen Boudreaux.

Final Resolution: Motion Carries

Yes: Ellis A. Alexander, Arthur A. Aucoin, John L. Smith, Alex L. Sufferin, Becky Weber, Karen Boudreaux, Ray Gregson, Scott Cody

5.05 Selection of Lobbying Services Firm

Approve the proposal from Magnolia Strategic Consultants, LLC for lobbying services at a cost of \$60,000 annually.

Motion by Becky Weber; second by Alex L. Sufferin.

Final Resolution: Motion Carries

Yes: Ellis A. Alexander, Arthur A. Aucoin, John L. Smith, Alex L. Sufferin, Becky Weber, Karen Boudreaux, Ray Gregson, Scott Cody

6. Closing Items

6.01 Standing Committee Reports

6.02 Superintendent's Report

Dr. Martin Luther King Jr. Holiday - In recognition of the Dr. Martin Luther King Jr. Holiday, all schools and the central office will be closed on January 19.

Parent Teacher Conferences - Parent-teacher conferences will take place on February 3 for both elementary and secondary schools. As a result, all schools will have an early dismissal on Thursday, February 5. Additionally, Friday, February 6 will be an early dismissal day for elementary and middle schools to host a second day of parent-teacher conferences.

Mardi Gras Holiday - Schools will be closed February 16-20 for the Mardi Gras Holiday, and the School Board Office will also be closed February 16-18. Classes resume for students on Monday, February 23.

6.03 Information Items

6.04 Meeting Adjourn

Motion by Karen Boudreaux, second by Becky Weber.

Final Resolution: Motion Carries

Yes: Ellis A. Alexander, Arthur A. Aucoin, John L. Smith, Alex L. Sufferin, Becky Weber, Karen Boudreaux, Ray Gregson, Scott Cody

Publish: January 22, 2026

Public Notice

ST. CHARLES PARISH



Tuesday, January 20, 2026

PUBLIC NOTICE

Sunset Drainage District Meeting Notice

The St. Charles Parish Council acting as the governing authority of the Sunset Drainage District (the District), to hold a meeting on Monday, January 26, 2026, 6:00 pm, Council Chambers, Courthouse, Hahnville.

Items on the agenda for the St. Charles Parish Council acting as the governing authority of the Sunset Drainage District (the District) for public hearing/public comment include but are not limited to:

A resolution of the St Charles Parish Council, acting as the governing authority of the Sunset Drainage District supporting the proposed Intergovernmental Agreement between the Coastal Protection and Restoration Authority and St. Charles Parish Government regarding the construction of the Upper Barataria Risk Reduction Sunset Pump Station Upgrade (BA-0285) project in Des Allemands.

For information or assistance, please contact the Council Secretary, Michelle Impastato at 985-783-5125 during regular business hours or visit St. Charles Parish Council | St. Charles Parish, LA (stcharlesparish.gov) for additional details and contact information.

Publish: January 22, 2026

Public Notice

SMALL SUCCESSION OF KATIE LEE THORNE NO. P-14,387 FILED: _____

29TH JUDICIAL DISTRICT COURT PARISH OF ST. CHARLES STATE OF LOUISIANA DIVISION "C" DEPUTY CLERK: _____

NOTICE

NOTICE IS GIVEN that the administratrix of this succession has petitioned this Court for authority to sell the undivided one-half (1/2) interest in the immovable property belonging to the Succession of the decedent, Katie Lee Thorne, at private sale in accordance with the provisions of Articles 3281 and 3443 of the Louisiana Code of Civil Procedure for TWENTY-FIVE THOUSAND AND NO/100 (\$25,000.00) DOLLARS, all in accordance with the terms and conditions set forth on agreement attached to the petition as Exhibit "A" filed into the record of this succession. The immovable property proposed to be sold at private sale is described as follows:

ONE CERTAIN LOT OR PORTION OF GROUND, together with all buildings and improvements thereon, and all rights, ways, privileges, servitudes, and advantages thereunto belonging or in anywise appertaining, situated at Boutte, in the Parish of St. Charles, State of Louisiana, on the right bank of the Mississippi River as shown on a plan of subdivision referred to as **MAGNOLIA RIDGE PARK SUBDIVISION** at Boutte, Louisiana, St. Charles Parish, Being in Section 119, Township 13 South, Range 20 East, and Section 1, Township 14 South, Range 20 East, and being portions of Farm Lots 34, 35, 36, 37, 38, 39 and 40 of Ellington Plantation as per survey of E. M. Collier, Surveyor dated July 29, 1957, a copy of which is on file in the office of the Clerk of Court, St. Charles Parish, Louisiana, for reference. The lot conveyed herein is designated as Lot No. Eight (8) of Block K and measures as follows:

Lot No. Eight (8) of Block K measures sixty (60') feet front on Hickory Street, by a depth between equal and parallel lines of one hundred (100') feet by a width in the rear of sixty (60') feet; all as more fully shown on survey by R. P. Bernard, Land Surveyor, dated May 18, 1976, a copy of which is annexed hereto, which shown said Lot 8 commencing at a distance of 376.09 feet from the corner of Hickory Street and Magnolia Avenue.

Any opposition to the proposed sale shall be filed within ten (10) days of the date of this publication.

BY ORDER OF THE COURT

Bonnie Anne
DEPUTY CLERK

GREGORY A. MILLER
ATTORNEY AT LAW
9 APPLE STREET
NORCO, LA 70079
(985) 764-9991

PUBLISH ONE (1) TIME

Publish: January 22, 2026

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