



St. Charles Parish
Meeting Minutes
Parish Council

St. Charles Parish
Courthouse
15045 Highway 18
P.O. Box 302
Hahnville, LA 70057
985-783-5000
www.stcharlesparish.gov

Final

Council Chairman Beth A. Billings
Councilmembers Holly Fonseca, La Sandra Darensbourg Gordon,
Mary K. Clulee, Dick Gibbs, Nicky Dufrene, Marilyn B. Bellock,
Bob Fisher, Julia Fisher-Cormier

Monday, July 10, 2023

6:00 PM

Council Chambers, Courthouse

ATTENDANCE

Present 7 - Beth A. Billings, Holly Fonseca, La Sandra Darensbourg Gordon, Mary K. Clulee, Dick Gibbs, Nicky Dufrene, and Marilyn B. Bellock
Absent 2 - Bob Fisher, and Julia Fisher-Cormier

Also Present

Parish President Matthew Jewell, Legal Services Assistant Director Robert Raymond, Chief Administrative Officer Mike Palamone, Chief Operations Officer Darrin Duhe, Executive Director of Technology and Cybersecurity Anthony Ayo, Director of Communications/Public Information Officer Samantha de Castro, Finance Director Grant Dussom, Public Works Director Miles Bingham, Wastewater Director David deGeneres, Senior Projects Manager Sam Scholle, Planning & Zoning Director Michael Albert, Grants Officer Carla Chiasson, Parks and Recreation Director Duane Foret, Blaine Faucheux, Public Information Office

CALL TO ORDER

PRAYER / PLEDGE

Pastor Clint Jett
Life Fellowship Community Church, Des Allemands

APPROVAL OF MINUTES

A motion was made by Councilmember Fonseca, seconded by Councilmember Bellock, to approve the minutes from the regular meeting of June 19, 2023. The motion carried by the following vote:

Yea: 7 - Billings, Fonseca, Darensbourg Gordon, Clulee, Gibbs, Dufrene and Bellock

Nay: 0

Absent: 2 - Fisher and Fisher-Cormier

SPECIAL BUSINESS (PROCLAMATIONS, CANVASS RETURNS, ETC.)

1 2023-0165

In Memoriam: Steven C. "Steve" Wilson

Sponsors: Ms. Fonseca

Read

REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)

2023-0166

Hospital Service District

Chief Executive Officer Keith Dacus reported.

Reported

2023-0167

St. Charles Community Health Center

Director of Value-based Contracting, Lee Reilly reported.

Councilwoman Clulee spoke on the matter.

Ms. Reilly spoke on the matter.

Reported

2023-0168

Parish President Remarks/Report

Sponsors: Mr. Jewell

Parish President Matthew Jewell reported.

Councilwoman Darensbourg Gordon spoke on the matter.

President Jewell spoke on the matter.

Reported

IN ACCORDANCE WITH ARTICLE IV, SECTION B OF THE HOME RULE CHARTER, CHAIRMAN BILLINGS AUTHORIZED THAT THE ORDINANCE, HAVING BEEN PRESENTED FOR INTRODUCTION, DISTRIBUTED TO COUNCIL MEMBERS AND THE PARISH PRESIDENT, AND NOT REJECTED BY TWO-THIRDS OF THE COUNCIL MEMBERS, IS TO BE PUBLISHED IN SUMMARY FORM AS FOLLOWS IN THE OFFICIAL JOURNAL WITH NOTICE OF PUBLIC HEARING & ADOPTION TO BE HELD AT THE PUBLIC MEETING ON MONDAY, JULY 31, 2023, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, TO BE CONSIDERED FOR FINAL PASSAGE:

2023-0171

An ordinance adopting, setting forth, levying and imposing taxes on all property subject to taxation in the Parish of St. Charles, State of Louisiana, as required by Section 23 of Article VII of the Constitution of Louisiana and Revised Statute 47.1705(B) for General Parochial Purposes; constructing, acquiring, maintaining, operating, extending and/or improving levees, facilities and structures associated with outer flood protection systems within the Parish; constructing, maintaining, and operating the Parish Road Maintenance program, Parish Recreation program, Parish Fire Protection, Mosquito Control Program, E-911 Telephone System, Health Unit and Council on Aging program; Council on Aging Program (2); Road Lighting District No. 1; Library Service District No. 1; the ARC of St. Charles; paying any costs associated with acquiring, constructing, improving, maintaining and operating wastewater facilities and systems in the Parish.

Sponsors: Mr. Jewell and Department of Finance

Publish/Scheduled for Public Hearing to the Parish Council on July 31, 2023

IN ACCORDANCE WITH ARTICLE IV, SECTION B OF THE HOME RULE CHARTER, CHAIRMAN BILLINGS 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, JULY 31, 2023, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, TO BE CONSIDERED FOR FINAL PASSAGE:

2023-0177

An ordinance approving and authorizing the execution of a Contract with Kort's Construction Services, Inc., for the West Bank Bridge Park Improvements, Phase I, (Project No. RECWB122) in the lump sum amount of \$1,984,500.00.

Sponsors: Mr. Jewell and Department of Parks and Recreation

Publish/Scheduled for Public Hearing to the Parish Council on July 31, 2023

2023-0178

An ordinance approving and authorizing the execution of a Contract with All Star Electric, Inc., for the West Bank Bridge Park Improvements, Phase 1 Lighting, (Project No. RECWB122) in the lump sum amount of \$1,189,422.00.

Sponsors: Mr. Jewell and Department of Parks and Recreation

Publish/Scheduled for Public Hearing to the Parish Council on July 31, 2023

2023-0179

An ordinance approving and authorizing the execution of a Cooperative Endeavor Agreement between St. Charles Parish and the Lafourche Basin Levee District relative to a levee lift for the Sunset Drainage District within the West Bank Hurricane Protection Levee System (Project A) and access roadway and surcharge area for a future boat ramp located on property known as Des Allemands Boat Launch (Project B).

Sponsors: Mr. Jewell and Department of Legal Services

Publish/Scheduled for Public Hearing to the Parish Council on July 31, 2023

**ORDINANCES SCHEDULED FOR PUBLIC HEARING
(INTRODUCED AT PREVIOUS MEETING)**

2 2023-0152

An ordinance approving and authorizing the execution of Change Order No. 1 (Final) for Hill Heights Drainage Improvements, Project No. P190802, to decrease the contract amount by \$116,284.80 and 41 calendar days.

Sponsors: Mr. Jewell and Department of Public Works

Reported:

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

Public Hearing Requirements Satisfied

Council Discussion

Mr. Bingham spoke on the matter.

Parish President Matthew Jewell spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE

Yea: 7 - Billings, Fonseca, Darensbourg Gordon, Clulee, Gibbs, Dufrene and Bellock

Nay: 0

Absent: 2 - Fisher and Fisher-Cormier

Enactment No: 23-7-1

17 2023-0154

An ordinance approving and authorizing the execution of a Professional Services Agreement with Eustis Engineering, L.L.C., to perform geotechnical services for the Luling Pond Lift Station and Upgrades (Project No. S211204), in the lump sum amount of \$47,900.00.

Sponsors: Mr. Jewell and Department of Wastewater

Reported:

Wastewater Department Recommended: Approval
Wastewater Director David deGeneres spoke on the matter.

Public Hearing Requirements Satisfied

Council Discussion

Parish President Matthew Jewell spoke on the matter.
Mr. deGeneres spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE

Yea: 7 - Billings, Fonseca, Darenbourg Gordon, Clulee, Gibbs, Dufrene and Bellock

Nay: 0

Absent: 2 - Fisher and Fisher-Cormier

Enactment No: 23-7-2

31 2023-0153

An ordinance approving and authorizing 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. RECEBI23), in the not to exceed amount of \$293,500.00.

Sponsors: Mr. Jewell and Department of Parks and Recreation

Reported:

Parks and Recreation Department Recommended: Approval
Parks and Recreation Director Duane Foret spoke on the matter.

Public Hearing Requirements Satisfied

Council Discussion

Mr. Foret spoke on the matter.
Parish President Matthew Jewell spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE

Yea: 7 - Billings, Fonseca, Darenbourg Gordon, Clulee, Gibbs, Dufrene and Bellock

Nay: 0

Absent: 2 - Fisher and Fisher-Cormier

Enactment No: 23-7-3

45 2023-0156

An ordinance approving and authorizing the execution of a Professional Services Agreement with Volkert, Inc., to perform engineering services for the KCS Canal Drainage Improvements (Project No. P230401), in the not to exceed amount of \$260,348.00.

Sponsors: Mr. Jewell and Department of Public Works

Reported:

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

Public Hearing Requirements Satisfied

Council Discussion

Mr. Bingham spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE

Yea: 7 - Billings, Fonseca, Darenbourg Gordon, Clulee, Gibbs, Dufrene and Bellock

Nay: 0

Absent: 2 - Fisher and Fisher-Cormier

Enactment No: 23-7-4

69 2023-0157

An ordinance approving and authorizing the execution of an Amendment No. 2 to Ordinance No. 19-7-3 which approved the Professional Services Agreement with Picciola & Associates, Inc., to perform engineering services for the Destrehan Pump Station (P.S.) No. 2 Conveyance Improvements (Project No. P181101), in the not to exceed amount of \$111,500.00.

Sponsors: Mr. Jewell and Department of Public Works

Reported:

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

Public Hearing Requirements Satisfied

Council Discussion

Mr. Bingham spoke on the matter.

Parish President Matthew Jewell spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE

Yea: 7 - Billings, Fonseca, Darenbourg Gordon, Clulee, Gibbs, Dufrene and Bellock

Nay: 0

Absent: 2 - Fisher and Fisher-Cormier

Enactment No: 23-7-5

76 2023-0158

An ordinance approving and authorizing the execution of a Professional Services Agreement with Shread-Kuyrkendall & Associates, Inc., to perform engineering services for the Engineers and Good Hope Canals Pipeline Location Investigation (Project No. P230402), in the lump sum amount of \$112,315.00.

Sponsors: Mr. Jewell and Department of Public Works

Reported:

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

Public Hearing Requirements Satisfied

Council Discussion

Mr. Bingham spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE

Yea: 7 - Billings, Fonseca, Darensbourg Gordon, Clulee, Gibbs, Dufrene and Bellock

Nay: 0

Absent: 2 - Fisher and Fisher-Cormier

Enactment No: 23-7-6

95 2023-0159

An ordinance approving and authorizing the execution of a Professional Services Agreement with Bryant Hammett & Associates, LLC, to perform surveying services for the Texaco Road Survey (Project No. P230601), in the lump sum amount of \$41,640.00.

Sponsors: Mr. Jewell and Department of Public Works

Reported:

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

Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

Yea: 7 - Billings, Fonseca, Darensbourg Gordon, Clulee, Gibbs, Dufrene and Bellock

Nay: 0

Absent: 2 - Fisher and Fisher-Cormier

Enactment No: 23-7-7

111 2023-0160

An ordinance approving and authorizing the execution of a Professional Services Agreement with Principal Engineering, Inc., to perform engineering services for a US 61 Canal Improvements Project (Project No. P230602), in the not to exceed amount of \$48,656.25.

Sponsors: Mr. Jewell and Department of Public Works

Reported:

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

Public Hearing Requirements Satisfied

Council Discussion

Mr. Bingham spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE

Yea: 7 - Billings, Fonseca, Darenbourg Gordon, Clulee, Gibbs, Dufrene and Bellock

Nay: 0

Absent: 2 - Fisher and Fisher-Cormier

Enactment No: 23-7-8

126 2023-0161

An ordinance approving and authorizing the execution of a contract with TEH Enterprise, LLC, for construction services for the St. Charles Parish West Bank Spray Park (Project No. WBSP2112) and additional parking located at the Edward Dufresne Community Center in the lump sum amount of \$2,200,000.00.

Sponsors: Mr. Jewell and Department of Parks and Recreation

Reported:

Parks and Recreation Department Recommended: Approval
Parks and Recreation Director Duane Foret spoke on the matter.

Public Hearing Requirements Satisfied

Council Discussion

Parish President Matthew Jewell spoke on the matter.
Mr. Foret spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE

Yea: 7 - Billings, Fonseca, Darenbourg Gordon, Clulee, Gibbs, Dufrene and Bellock

Nay: 0

Absent: 2 - Fisher and Fisher-Cormier

Enactment No: 23-7-9

133 2023-0162

An ordinance approving and authorizing the execution of an Amendment No. 1 to Ordinance No. 22-6-9 which approved the Professional Services Agreement with Volkert, Inc., to perform engineering services for the Engineers Canal Pump Station Improvements (Project No. P220206), in the not to exceed amount of \$716,508.00.

Sponsors: Mr. Jewell and Department of Public Works

Reported:

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

Speakers:

Mr. Bobby Donaldson, Norco

Public Hearing Requirements Satisfied

Council Discussion

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

VOTE ON THE PROPOSED ORDINANCE

Yea: 7 - Billings, Fonseca, Darensbourg Gordon, Clulee, Gibbs, Dufrene and Bellock

Nay: 0

Absent: 2 - Fisher and Fisher-Cormier

Enactment No: 23-7-10

145 2023-0163

An ordinance approving and authorizing the execution of Amendment No. 3 with Principal Engineering, Inc., to perform design services for the East Bank Master Drainage Plan (Project No. P200601), in the amount not to exceed \$569,737.50.

Sponsors: Mr. Jewell and Department of Public Works

Reported:

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

Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

Yea: 7 - Billings, Fonseca, Darensbourg Gordon, Clulee, Gibbs, Dufrene and Bellock

Nay: 0

Absent: 2 - Fisher and Fisher-Cormier

Enactment No: 23-7-11

150 2023-0164

An ordinance to amend the 2023 Consolidated Operating and Capital Budget, Amendment No. 1, to add revenues and transfers totaling \$32,441,531 an addition of accumulated fund balance of \$25,228,515 and expenditures, including transfers, totaling \$56,374,813 for all Governmental Funds for the purpose of adjusting beginning 2023 fund balances across all funds to match ending 2022 Final Budget balances and to re-apply various construction, architectural/engineering, and other fees unexpended in 2022 for Parish projects that were not completed during 2022 and apply them to 2023.

Sponsors: Mr. Jewell and Department of Finance

Reported:

Finance Department Recommended: Approval
Finance Director Grant Dussom spoke on the matter.

Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

Yea: 7 - Billings, Fonseca, Darenbourg Gordon, Clulee, Gibbs, Dufrene and Bellock

Nay: 0

Absent: 2 - Fisher and Fisher-Cormier

Enactment No: 23-7-12

PERSONS TO ADDRESS THE COUNCIL

2023-0173

Mr. Britton Allshouse: Proposed 2023 tax roll adjustments

A motion was made by Councilmember Dufrene, seconded by Councilmember Darenbourg Gordon, to extend Mr. Allshouse's time an additional three minutes. The motion carried by the following vote:

Yea: 7 - Billings, Fonseca, Darenbourg Gordon, Clulee, Gibbs, Dufrene and Bellock

Nay: 0

Absent: 2 - Fisher and Fisher-Cormier

Time Extended

Councilwoman Fonseca spoke on the matter.
Mr. Allshouse spoke on the matter.

Heard

2023-0174

Mr. Johnny Saldana: Proposed 2023 tax roll adjustments

Councilwoman Bellock spoke on the matter.
Mr. Saldana spoke on the matter.

Heard

2023-0175

Mr. Matthew Allshouse: Proposed 2023 tax roll adjustments

A motion was made by Councilmember Fonseca, seconded by Councilmember Darenbourg Gordon, to extend Mr. Allshouse's time an additional three minutes. The motion carried by the following vote:

Yea: 7 - Billings, Fonseca, Darenbourg Gordon, Clulee, Gibbs, Dufrene and Bellock

Nay: 0

Absent: 2 - Fisher and Fisher-Cormier

Time Extended

Parish President Matthew Jewell spoke on the matter.
Councilman Dufrene spoke on the matter.
Mr. Allshouse spoke on the matter.
Councilwoman Fonseca spoke on the matter.
Councilwoman Darensbourg Gordon spoke on the matter.

Heard

2023-0176

Mr. Cullen Curole: Restore LA

Councilwoman Clulee spoke on the matter.
Mr. Curole spoke on the matter.
Councilwoman Fonseca spoke on the matter.
Parish President Matthew Jewell spoke on the matter.

Heard

RESOLUTIONS

153 2023-0169

A resolution approving and authorizing the execution of an Intergovernmental Agreement between the State of Louisiana through the Coastal Protection and Restoration Authority Board and St. Charles Parish Government regarding the construction of the Montz Pump Station No. 1 (PO-0200) project in Montz.

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: 7 - Billings, Fonseca, Darensbourg Gordon, Clulee, Gibbs, Dufrene and Bellock

Nay: 0

Absent: 2 - Fisher and Fisher-Cormier

Enactment No: 6706

181 2023-0170

A resolution approving and authorizing the execution of a Cooperative Endeavor Agreement between the State of Louisiana through the Office of Community Development and St. Charles Parish in the amount of \$6,314,616.00 for the Ormond Area Flood Mitigation project (CN Railroad Culverts).

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

Reported:

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

Public comment opened

Mr. Walter Pilie, Destrehan

Council Discussion

Ms. Chiasson spoke on the matter.

VOTE ON THE PROPOSED RESOLUTION

Yea: 7 - Billings, Fonseca, Darensbourg Gordon, Clulee, Gibbs, Dufrene and Bellock

Nay: 0

Absent: 2 - Fisher and Fisher-Cormier

Enactment No: 6707

ADJOURNMENT

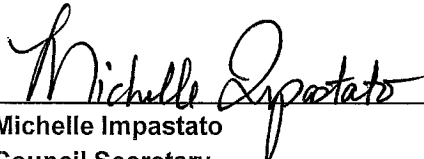
A motion was made by Councilmember Dufrene, seconded by Councilmember Fonseca, to adjourn the meeting at approximately 7:48 pm. The motion carried by the following vote:

Yea: 7 - Billings, Fonseca, Darensbourg Gordon, Clulee, Gibbs, Dufrene and Bellock

Nay: 0

Absent: 2 - Fisher and Fisher-Cormier

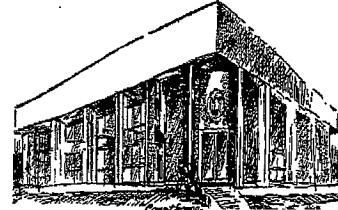
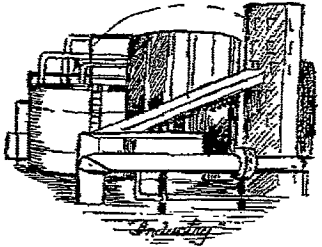
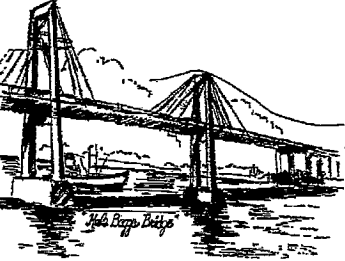
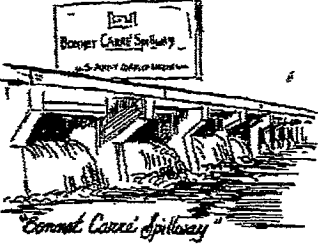
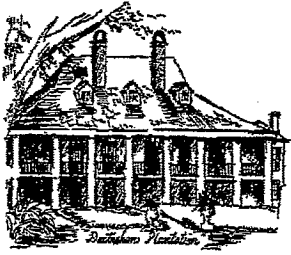
I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.



Michelle Impastato
Council Secretary

The Parish of St. Charles

IN MEMORIAM



WHEREAS, on March 5, 2023, Almighty God, in His Infinite Wisdom, saw fit to call from amongst us one of his most worthy servants, **Steven C. "Steve" Wilson**; and,

WHEREAS, **Steve**, was a resident of St. Charles Parish and was dedicated to his family; his loving wife Donya Hebert Wilson, his children, Kaci, Zachary, Quincee, and Erin, and grandchildren Kynzi, Amelie, Sloan, Adeline, Kaylee, and Korinne; and,

WHEREAS, **Steve** retired from Motiva Enterprises in Norco after 25 years where he held the position of Environmental Assurance Coordinator and spent many years serving the people of St. Charles Parish and the State of Louisiana in numerous capacities; and,

WHEREAS, in 2000, **Steve** was appointed to the Pontchartrain Levee District, served four years as Commissioner-At-Large to the Board, and became President of the Pontchartrain Levee District Board of Commissioners in February of 2004, representing six Parishes on the East Bank of the Mississippi River. Under his time in leadership, he worked tirelessly to secure funding for multiple flood protection projects throughout his district and beyond; and,

WHEREAS, in 2005, **Steve** was appointed by the Governor to serve as the Levee Region 3 Representative with the Coastal Protection and Restoration Authority, a position which he held until 2015. He also served as President of the Association of Levee Boards of Louisiana from 2010 to 2016, representing all 26 levee districts throughout Louisiana. He took great pride in his work to protect life, property, and the future for the people he served; and,

WHEREAS, **Steve** served on the St. Charles Parish Planning & Zoning Commission from December 7, 1992 – October 3, 2002, and was the first Commissioner member of the American Planning Association in Louisiana; he also served on the St. Charles Parish Library Service District Board of Control as the District III representative from August 1, 2014 – July 31, 2017; and,

WHEREAS, **Steve** was instrumental and the guiding force in the completion of the Bayou Trepagnier Pump Station in Norco and the Cross Bayou Pump Station in Destrehan, as well as the Lake Pontchartrain and Vicinity Hurricane Protection Project to provide 100 year level of flood protection to the Eastbank of St. Charles Parish; and,

WHEREAS, the loss of **Mr. Steven C. Wilson** and his dedication to the betterment of St. Charles Parish will surely be missed by all; and,

WHEREAS, on behalf of all citizens of St. Charles Parish, the Parish Council, and the Parish President wish to posthumously honor **MR. STEVEN C. "STEVE" WILSON**, as a dedicated citizen of St. Charles Parish.

NOW THEREFORE, BE IT RESOLVED, WE THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, duly assembled on this 10th day of July, 2023 do hereby express our sincere sympathy to the family of

MR. STEVEN C. "STEVE" WILSON
September 16, 1959 – March 5, 2023

BE IT FURTHER RESOLVED, that this Memoriam shall be inscribed on a page in the Official Minute Book of the St. Charles Parish Council and that when this meeting is adjourned, it shall be done in his memory.

MAY HE REST IN PEACE

Matthew Jewell

MATTHEW JEWELL
PARISH PRESIDENT

Beth A. Billings

BETH A. BILLINGS
COUNCILWOMAN AT LARGE, DIV. A

Holly Fonseca

HOLLY FONSECA
COUNCILWOMAN AT LARGE, DIV. B

La Sandra Darenbourg Gordon

LA SANDRA DARENSBOURG GORDON
COUNCILWOMAN, DISTRICT I

Mary K. Clulee

MARY K. CLULEE
COUNCILWOMAN, DISTRICT II

Dick Gibbs

DICK GIBBS
COUNCILMAN, DISTRICT III

Nicky Dufrene

NICKY DUFRENE
COUNCILMAN, DISTRICT IV

Marilyn B. Bellock

MARILYN B. BELLOCK
COUNCILWOMAN, DISTRICT V

Bob Fisher

BOB FISHER
COUNCILMAN, DISTRICT VI

Julia Fisher-Cormier

JULIA FISHER-CORMIER
COUNCILWOMAN, DISTRICT VII

2023-0152

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

ORDINANCE NO. 23-7-1

An ordinance approving and authorizing the execution of Change Order No. 1 (Final) for Hill Heights Drainage Improvements, Project No. P190802, to decrease the contract amount by \$116,284.80 and 41 calendar days.

WHEREAS, Ordinance No. 22-3-14, adopted March 21, 2022, by the St. Charles Parish Council approved and authorized the execution of a Professional Services Agreement with Barowka and Bonura Engineers and Consultants, LLC, to perform engineering services for Hill Heights Drainage Improvements - Destrehan (Project No. P190802), in the amount not to exceed \$373,992.70; and,

WHEREAS, an emergency Construction Contract was fully executed February 13, 2023, between St. Charles Parish and APC Construction, LLC, for Hill Heights Drainage Improvements, Project No. P190802, with bid in the amount of \$844,383.00; and,

WHEREAS, a Professional Services Agreement was fully executed April 11, 2023, between St. Charles Parish and Alpha Testing and Inspection, Inc., to complete construction testing services for Hill Heights Drainage Improvements (Project No. P190802), in the not to exceed amount of \$13,000.00; and,

WHEREAS, it is necessary to amend the construction contract to delete the work items, Settlement Plate and Dam Removal and Replacement (Each Add. Occurrence), resulting in a decrease to the contract amount by \$3,566.00; and,

WHEREAS, it is necessary to amend the construction contract to add the work item, Haul Away Unsuitable Material Stockpile from Western Canal Bank, resulting in an increase to the contract amount by \$4,142.71; and,

WHEREAS, it is necessary to amend the construction contract to revise contract items to match final installed quantities and contract days to match the actual days used, resulting in a decrease to the contract amount by \$116,861.51 and a decrease to the contract time by 41 calendar days; and,

WHEREAS, the final contract price is \$728,098.20 and the final contract time is 49 calendar days.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Change Order No. 1 (Final) for Hill Heights Drainage Improvements, Project No. P190802, to decrease the contract amount by \$116,284.80 and decrease the contract time by 41 calendar days is hereby approved and accepted.

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

SECTION III. That St. Charles Parish considers the project complete and accepts all improvements and modifications installed during execution of the project.

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

- YEAS: BILLINGS, FONSECA, DARENSBOURG GORDON, CLULEE, GIBBS, DUFRENE, BELLOCK
- NAYS: NONE
- ABSENT: FISHER, FISHER-CORMIER

And the ordinance was declared adopted this 10th day of July, 2023, to become effective five (5) days after this publication in the official journal.

CHAIRMAN: *Bob Bellino*
 SECRETARY: *Michelle Spataro*
 DLVD/PARISH PRESIDENT: July 11, 2023
 APPROVED: *[Signature]* DISAPPROVED: _____

PARISH PRESIDENT: *Matthew Jewell*
 RETD/SECRETARY: July 11, 2023
 AT: 3:05pm RECD BY: *[Signature]*

SECTION 00806

CHANGE ORDER

No. 1 (Final)

DATE OF ISSUANCE May 26, 2023

EFFECTIVE DATE May 26, 2023

OWNER St. Charles Parish Department of Public Works

CONTRACTOR APC Construction, LLC

Contract: Hill Heights Drainage Improvements Construction Contract Dated 2/13/2023

Project: Hill Heights Drainage Improvements

OWNER's Contract No. P190802

ENGINEER's Contract No. N/A

ENGINEER Barowka and Bonura Engineers and Consultants, LLC

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

Description:

A. Delete the Following Work Items:

- 1) Contract Item 203-02: Settlement Plate
Delete item in its entirety. (- \$828.00).
 - 2) Contract Item S-002-3: Dam Removal and Replacement (Each Add. Occurrence)
Delete item in its entirety. (- \$2,738.00).
- Total of Deducted Items = (-\$3,566.00)

B. Add the Following Work Items:

- 1) New Contract Item: Haul away unsuitable soil material stockpile from western canal bank.
Addition of \$4,142.71 L.S. See attached email quote from Contractor.
- Total of Added Work Items = (+\$4,142.71)

C. Revise the Following Work Item Quantities:

- 1) Contract Item 202-03: Excavation and Disposal of Unsuitable Material
Delete remaining unused contract quantity. Decrease quantity from 1250 C.Y. to 66.10 C.Y. (-\$15,153.92).
- 2) Contract Item 203-01: Cleaning Existing Ditches
Increase quantity from 100 L.F. to 185 L.F. (+\$2,923.15).
- 3) Contract Item 203-03: Plastic Soil Blanket
Increase quantity from 40 C.Y. to 46.9 C.Y. (+\$10,191.30).
- 4) Contract Item 203-04: Geotextile Fabric
Delete remaining unused contract quantity. Decrease quantity from 350 S.Y. to 318 S.Y. (-\$378.56).
- 5) Contract Item 701-07: Yard Drain Pipe (8" Plastic) (Contingency)
Delete remaining unused contract quantity. Decrease quantity from 50 L.F. to 28 L.F. (-\$1,892.00).
- 6) Contract Item 714-01: Sodding
Delete remaining unused contract quantity. Decrease quantity from 250 S.Y. to 222.22 S.Y. (-\$981.75).
- 7) Contract Item 715-01: Topsoil
Delete remaining unused contract quantity. Decrease quantity from 850 C.Y. to 67.0 C.Y. (-\$83,178.09).
- 8) Contract Item 723-01: Granular Material (Structural Fill)

- Delete remaining unused contract quantity. Decrease quantity from 250 C.Y. to 72.8 C.Y. (-\$23,060.81).
- 9) Contract Item 802-01: Permanent Steel Sheet Piling (30-ft length)
Delete remaining unused contract quantity. Decrease quantity from 5600 S.F. to 5511.6 S.F. (-\$5,029.96).
- 10) Contract Item 802-02: C-Channel Waler and HSS at Connections
Delete remaining unused contract quantity. Decrease quantity from 15,000 Pounds to 14,997.50 Pounds (-\$13.88).
- 11) Contract Item S-001: Exploratory Excavation
Delete remaining unused contract quantity. Decrease quantity from 2 Each to 1 Each. (-\$287.00).
- Total of Change in Work Items Quantity = (-\$116,861.51)

Reason for Change Order:

- A. 1) Owner removed settlement plates from this project allowing this line item to be deleted.
2) The work item "Dam Removal and Replacement (Each Add. Occurrence)" was not used and can be eliminated from the contract.
- B. 1) Owner requested that Contractor remove and haul away stockpiled unsuitable soil material. Contractor provided quote in the amount of \$4,142.71 and Owner agreed and authorized Contractor to proceed with this work item.
- C. 1) Due to variations in field conditions vs. plan quantities, the final quantity of this item is determined to be 66.10 C.Y. instead of the original base bid quantity of 1,250 C.Y.
2) The contractor performed ditch cleaning along the entire length of the project and therefore the final quantity is 185 L.F. in lieu of the original base bid quantity of 100 L.F.
3) The original base bid quantity for this item was lower than actual quantity required in the field. The final quantity is 6.9 C.Y. more than the original base bid quantity.
4) Due to variations in field conditions vs. plan quantities, the final quantity of this item is determined to be 318 S.Y. instead of the original base bid quantity of 350 S.Y.
5) This item is intended to be used for repair/replacement of drain lateral lines which outfall into the canal within the project limits. This item included removal and replacement of drain lines in conflict with the new sheet pile wall, drain pipe connections, and drain pipe wall penetrations. The final quantity of this item is 28 L.F. instead of the original base bid quantity of 50 L.F.
6) Due to variations in field conditions vs. plan quantities, the final quantity of this item is determined to be 222.22 S.Y. instead of the original base bid quantity of 250 S.Y.
7) Contractor installed topsoil along the western canal bank to facilitate seeding and grass growth. The final quantity of installed topsoil is 67.0 C.Y.
8) Due to variations in field conditions vs. plan quantities, the final quantity of this item is determined to be 72.8 C.Y. instead of the original base bid quantity of 250 C.Y.
9) The final installed quantity of this item is determined to be 5511.6 S.F. instead of the original base bid quantity of 5600 S.F. The original 5600 S.F. quantity was slightly overestimated to account for potential variations in field conditions during construction.
10) Contractor requested a substitution to replace the original double C15x33.9 waler design and C15x33.9 wall cap with a single 12"x6"x3/8" HSS waler installed 4'-0" below top of wall and 18.5"x6"x3/8" rolled cap plate. This change resulted in a final quantity of 14,997.50 pounds in lieu of the original estimated bid quantity of 15,000 pounds. See attached email correspondence authorizing this change in work.
11) Only 1 exploratory excavation unit item was used during construction to locate tip elevation and length of existing sheet piles.

Attachments:

Attachment A: Email Quotation Haul Away Unsuitable Material, dated May 3, 2023

Attachment B: Email Correspondence Approval of Single Waler and Cap Plate Substitution, dated March 16, 2023

CHANGE IN CONTRACT PRICE:
Original Contract Price \$ 844,383.00
Net Increase (Decrease) from previous Change Orders No. ___ to ___: (None) \$ 0.00
Contract Price prior to this Change Order: \$ 844,383.00
Net increase decrease of this Change Order: \$ 116,284.80
Contract Price with all approved Change Orders: \$ 728,098.20

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: 90 Ready for final payment: 6/18/2023 (days or dates)
Net change from previous Change Orders No. ___ to No. ___: Substantial Completion: 0 Ready for final payment: 6/18/2023 (days)
Contract Times prior to this Change Order: Substantial Completion: 90 Ready for final payment: 6/18/2023 (days or dates)
Net increase decrease this Change Order: Substantial Completion: 41 Ready for final payment: 5/8/2023 (days)
Contract Times with all approved Change Orders: Substantial Completion: 49 Ready for final payment: 5/8/2023 (days or dates)

RECOMMENDED:

By: [Signature]
ENGINEER (Authorized Signature)

Date: 5/30/23

APPROVED:

By: [Signature]
OWNER (Authorized Signature)

Date: 7/11/23

ACCEPTED:

By: [Signature]
CONTRACTOR (Authorized Signature)

Date: 6/1/23

**Remainder of the attachments (10 pages) to this Change Order are on file and may be viewed at the St. Charles Parish Council Office, Courthouse, 15045 River Road, Hahnville.

Attachment A

Email Quotation

Haul Away Unsuitable Material

Dated May 3, 2023

Matthew Hahn

From: Andre Ford <aford@stcharlesgov.net>
Sent: Wednesday, May 3, 2023 4:17 PM
To: Chris Smith; Matthew Hahn
Cc: Joel McLain; Wesley Dozier; Nicholas Gallo; Austin McDonald; Carlton Bischoff; Harold Bodenheimer
Subject: RE: St. Charles Parish Hill Heights Drainage Improvements, Pre-final Meeting

Chris,

St. Charles Parish approves this cost for the work mentioned below. The cost will be included in the final change order for the project. Please proceed with the work.

Thanks,

Andre R. Ford, P.E.
Department of Public Works
Parish Engineer II
985-331-2622 (O)
504-417-0052 (C)



From: Chris Smith <chris.smith@apcconstruction.com>
Sent: Wednesday, May 3, 2023 1:39 PM
To: Andre Ford <aford@stcharlesgov.net>; Matthew Hahn <mhahn@bbecllc.com>
Cc: Joel McLain <joel.mclain@apcconstruction.com>; Wesley Dozier <wesley.dozier@apcconstruction.com>; Nicholas Gallo <nicholas.gallo@apcconstruction.com>; Austin McDonald <austin.mcdonald@apcconstruction.com>; Carlton Bischoff <cbischoff@stcharlesgov.net>; Harold Bodenheimer <hbodenheimer@bbecllc.com>
Subject: RE: St. Charles Parish Hill Heights Drainage Improvements, Pre-final Meeting

Andre,

Per your email below, APC proposes to provide all labor and equipment to remove the unsuitable material stockpiled along the right-of-way and haul off site for a lump sum price of \$4,142.71. Please advise if this is acceptable.

Thanks,

Christopher Smith
Quality Control Manager
Heavy Civil | APC Construction, LLC
Chris.smith@apcconstruction.com | www.apcconstruction.com
(504) 539-4260 Office | (504) 324-0777 Fax | (504) 810-6927 Cell
1910 Peters Road, Harvey, LA 70058

A SRMSDC MBE Company - ISNetWorld Member Contractor



From: Andre Ford <aford@stcharlesgov.net>
Sent: Wednesday, May 3, 2023 11:34 AM
To: Chris Smith <chris.smith@apconstruction.com>; Matthew Hahn <mhahn@bbecllc.com>
Cc: Joel McLain <joel.mclain@apconstruction.com>; Wesley Dozier <wesley.dozier@apconstruction.com>; Nicholas Gallo <nicholas.gallo@apconstruction.com>; Austin McDonald <austin.mcdonald@apconstruction.com>; Carlton Bischoff <cbischoff@stcharlesgov.net>; Harold Bodenheimer <hbodenheimer@bbecllc.com>
Subject: RE: St. Charles Parish Hill Heights Drainage Improvements, Pre-final Meeting

Chris,

We discussed the stockpile of excavated material today. We understand that APC was previously directed, via Addendum No.1, to stockpile the material on site and it will become the property of the Parish. After review of the material, we believe it to be unsuitable and would like for APC to haul off, after a price to complete this work has been agreed upon. Please provide a cost to haul off the stockpile of material.

Thanks,

Andre R. Ford, P.E.
Department of Public Works
Parish Engineer II
985-331-2622 (O)
504-417-0052 (C)



From: Chris Smith <chris.smith@apconstruction.com>
Sent: Wednesday, May 3, 2023 11:24 AM
To: Andre Ford <aford@stcharlesgov.net>; Matthew Hahn <mhahn@bbecllc.com>
Cc: Joel McLain <joel.mclain@apconstruction.com>; Wesley Dozier <wesley.dozier@apconstruction.com>; Nicholas Gallo <nicholas.gallo@apconstruction.com>; Austin McDonald <austin.mcdonald@apconstruction.com>; Carlton Bischoff <cbischoff@stcharlesgov.net>; Harold Bodenheimer <hbodenheimer@bbecllc.com>
Subject: RE: St. Charles Parish Hill Heights Drainage Improvements, Pre-final Meeting

Monday at 9 am works for us if it is ok with everyone else.

Thanks,

Christopher Smith
Quality Control Manager
Heavy Civil | APC Construction, LLC
Chris.smith@apconstruction.com | www.apconstruction.com
(504) 539-4260 Office | (504) 324-0777 Fax | (504) 810-6927 Cell
1910 Peters Road, Harvey, LA 70058

A SRMSDC MBE Company - ISNetWorld Member Contractor

From: Andre Ford <aford@stcharlesgov.net>
Sent: Wednesday, May 3, 2023 11:18 AM
To: Chris Smith <chris.smith@apconstruction.com>; Matthew Hahn <mhahn@bbecllc.com>
Cc: Joel McLain <joel.mclain@apconstruction.com>; Wesley Dozier <wesley.dozier@apconstruction.com>; Nicholas Gallo <nicholas.gallo@apconstruction.com>; Austin McDonald <austin.mcdonald@apconstruction.com>; Carlton

Bischoff <cbischoff@stcharlesgov.net>; Harold Bodenheimer <hbodenheimer@bbecllc.com>
Subject: RE: St. Charles Parish Hill Heights Drainage Improvements, Pre-final Meeting

Earliest I can do on Monday is 9am, and free the remainder of the day. If not Monday I can do 8am Tuesday.

Andre R. Ford, P.E.
Department of Public Works
Parish Engineer II
985-331-2622 (O)
504-417-0052 (C)



From: Chris Smith <chris.smith@apcconstruction.com>
Sent: Wednesday, May 3, 2023 10:44 AM
To: Matthew Hahn <mhahn@bbecllc.com>
Cc: Joel McLain <joel.mclain@apcconstruction.com>; Wesley Dozier <wesley.dozier@apcconstruction.com>; Nicholas Gallo <nicholas.gallo@apcconstruction.com>; Austin McDonald <austin.mcdonald@apcconstruction.com>; Andre Ford <aford@stcharlesgov.net>; Carlton Bischoff <cbischoff@stcharlesgov.net>; Harold Bodenheimer <hbodenheimer@bbecllc.com>
Subject: St. Charles Parish Hill Heights Drainage Improvements, Pre-final Meeting

Matthew,

As we discussed on the phone, APC would like to request substantial completion for this project and to set up a Pre-final walk through with St. Charles Parish and BBEC to set an official Punch list. Please let me know your availability. We would like to set it for early next week if possible. Please advise.

Thanks,

Christopher Smith
Quality Control Manager
Heavy Civil | APC Construction, LLC
Chris.smith@apcconstruction.com | www.apcconstruction.com
(504) 539-4260 Office | (504) 324-0777 Fax | (504) 810-6927 Cell
1910 Peters Road, Harvey, LA 70058

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Attachment B

Email Correspondence

Approval of Single Waler and Cap Plate Substitution

Dated March 16, 2023

Matthew Hahn

From: Matthew Hahn
Sent: Thursday, March 16, 2023 5:49 PM
To: Andre Ford; Joel McLain
Cc: Jeff Bonura; Chris Smith; Nicholas Gallo; Benji Ficklin; Engineering File; Carlton Bischoff
Subject: RE: Hill Heights

Joel,

For the purpose of ordering materials, please proceed with the single HSS 12x6x3/8 waler and 18.5x6x3/8 rolled top cap alternative, in lieu of the previous double C15x33.9 waler system and C15x33.9 cap.

Thanks,

Matthew P. Hahn, P.E.
Barowka and Bonura Engineers and Consultants, LLC
209 Canal Street
Metairie, LA 70005
Phone: (504) 828-0030
Fax: (504) 828-8006

From: Andre Ford <aford@stcharlesgov.net>
Sent: Thursday, March 16, 2023 3:44 PM
To: Joel McLain <joel.mclain@apconstruction.com>; Matthew Hahn <mhahn@bbecllc.com>
Cc: Jeff Bonura <jbonura@bbecllc.com>; Chris Smith <chris.smith@apconstruction.com>; Nicholas Gallo <nicholas.gallo@apconstruction.com>; Benji Ficklin <benji.ficklin@apconstruction.com>; Engineering File <engfile@bbecllc.com>; Carlton Bischoff <cbischoff@stcharlesgov.net>
Subject: RE: Hill Heights

Joel,

We are good with these changes. At this time, the Parish would like to proceed with these changes without adding more linear foot of sheet pile. We previously wanted to add more linear footage, however the money reserved for that change has been allocated to a different project. We will simply do more sheet pile work as a separate project and continue with this emergency project.

Thanks,

Andre R. Ford, P.E.
Department of Public Works
Parish Engineer II
985-331-2622 (O)
504-417-0052 (C)



From: Joel McLain <joel.mclain@apcconstruction.com>
Sent: Wednesday, March 15, 2023 4:00 PM
To: Matthew Hahn <mhahn@bbecllc.com>
Cc: Andre Ford <aford@stcharlesgov.net>; Jeff Bonura <jbonura@bbecllc.com>; Chris Smith <chris.smith@apcconstruction.com>; Nicholas Gallo <nicholas.gallo@apcconstruction.com>; Benji Ficklin <benji.ficklin@apcconstruction.com>; Engineering File <engfile@bbecllc.com>; Carlton Bischoff <cbischoff@stcharlesgov.net>
Subject: RE: Hill Heights

Matt,

After evaluating the contract documents and revised waler system, find attached analysis of potential cost savings for the Parish. This information is based off what is known in the contract documents and prior to mobilization. Please note the attached quantities could fluctuate based on actual quantities installed in the field.

I suggest we have a conference call to discuss our analysis. Let me know if you are available tomorrow to discuss.

In meantime, if you have any questions while reviewing the analysis please let me know.

Thanks,

Joel McLain
Project Manager Deep Foundations
Heavy Civil | APC Construction, LLC
joel.mclain@apcconstruction.com | www.apcconstruction.com
(504) 539-4260 Office | (504) 324-0777 Fax | (504) 289-6207 Cell
1910 Peters Road, Harvey, LA 70058

A SRMSDC MBE Company - ISNetWorld Member Contractor

From: Matthew Hahn <mhahn@bbecllc.com>
Sent: Thursday, March 9, 2023 2:40 PM
To: Joel McLain <joel.mclain@apcconstruction.com>
Cc: Andre Ford <aford@stcharlesgov.net>; Jeff Bonura <jbonura@bbecllc.com>; Chris Smith <chris.smith@apcconstruction.com>; Benji Ficklin <benji.ficklin@apcconstruction.com>; Engineering File <engfile@bbecllc.com>; Carlton Bischoff <cbischoff@stcharlesgov.net>
Subject: RE: Hill Heights

Joel,

After consulting with the Parish, please see our responses to the APC value engineering proposal below:

- Remove bid item 203-02: Settlement Plates in its entirety.
Settlement Plates can be removed from the project. Please provide a credit proposal for this cost.
- Remove the bottom C15x33.9 waler on the sheet pile wall.
After assessment, we concluded that if one of the C15x33.9 walers is removed, the remaining waler will require a stronger waler section, and will need to be lowered 2.5 feet. The attached hand sketch shows our design using a single HSS 12x6x3/8 waler, installed 4'-0" below top of wall (El. -2.00). Please review and advise if this single HSS 12x6x3/8 waler would result in a cost benefit for the Parish. If so, please provide this cost deduction.
- Install a fabricated coated 20"x6"x3/8" rolled cap plate (ASTM A572 Gr. 50) to allow the cap to cover the sheet pile wall for a better/safer finished product.
The 20"x6"x3/8" rolled cap is acceptable, but we request a 18.5" wide cap in lieu of the proposed 20" wide cap. Please provide cost credit for this item. If the 18.5" wide cap is a problem, let us know.

- Also, does the Parish know the additional liner footage sheet pile they want to be installed?
The Parish will evaluate this once cost deductions for the above items are known.

If you have any questions, please let us know.

Thanks,

Matthew P. Hahn, P.E.

Barowka and Bonura Engineers and Consultants, LLC
209 Canal Street
Metairie, LA 70005
Phone: (504) 828-0030
Fax: (504) 828-8006

From: Joel McLain <joel.mclain@apcconstruction.com>

Sent: Monday, March 6, 2023 4:57 PM

To: Matthew Hahn <mhahn@bbecllc.com>

Cc: Andre Ford <aford@stcharlesgov.net>; Jeff Bonura <jbonura@bbecllc.com>; Chris Smith <chris.smith@apcconstruction.com>; Benji Ficklin <benji.ficklin@apcconstruction.com>; Engineering File <engfile@bbecllc.com>; Chris Dufour <cdufour@stcharlesgov.net>

Subject: Hill Heights

Matthew,

As discussed at the pre-construction meeting held January 12th, 2023; St. Charles Parish requested that the APC review the project and identify any superfluous items that could be deducted from the project as a value engineering for additional sheet pile wall. After internal discussion, APC proposes the following to the Engineer and St. Charles Parish for review:

- Remove bid item 203-02: Settlement Plates in its entirety.
- Remove the bottom C15x33.9 waler on the sheet pile wall.
- Install a fabricated coated 20"x6"x3/8" rolled cap plate (ASTM A572 Gr. 50) to allow the cap to cover the sheet pile wall for a better/safer finished product.

Please review the above recommendation and let us know if you would like to proceed. After receiving confirmation from all parties, we can provide costs.

Also, does the Parish know the additional liner footage sheet pile they want to be installed?

If you have any questions or would like to discuss further, please let me know.

Thanks,

Joel McLain

Project Manager Deep Foundations
Heavy Civil | APC Construction, LLC
joel.mclain@apcconstruction.com | www.apcconstruction.com
(504) 539-4260 Office | (504) 324-0777 Fax | (504) 289-6207 Cell
1910 Peters Road, Harvey, LA 70058

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2023-0154

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

ORDINANCE NO. 23-7-2

An ordinance approving and authorizing the execution of a Professional Services Agreement with Eustis Engineering, L.L.C., to perform geotechnical services for the Luling Pond Lift Station and Upgrades (Project No. S211204), in the lump sum amount of \$47,900.00.

WHEREAS Ordinance No. 22-5-9 adopted on May 2, 2022, by the St. Charles Parish Council, approved and authorized the execution of a Professional Services Agreement with McKim & Creed, Inc., to perform engineering services for the Luling Pond Lift Station and Upgrades Project (Project No. S211204), in the lump sum amount of \$29,565.71.

WHEREAS Ordinance No. 23-2-6 adopted on February 27, 2023, by the St. Charles Parish Council, approved and authorized the execution of an Amendment No. 1 to Ordinance No. 22-5-9 which approved the Professional Services Agreement with McKim & Creed, Inc., to perform engineering services for the Luling Pond Lift Station and Upgrades Project (Project No. S211204), in the not to exceed amount of \$470,092.00.

WHEREAS St. Charles Parish desires to construct a new lift station and pressure manifold to transfer wastewater from the Luling Pond to the adjacent wetlands; and,

WHEREAS, the new lift station will require a pile supported foundation and the discharge manifold will require a bedding foundation, and both foundation types are in need of geotechnical exploration and recommendations for installation; and,

WHEREAS, the Professional Services Agreement between St. Charles Parish and Eustis Engineering, L.L.C. 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 Eustis Engineering, L.L.C., for services as required by the Department of Wastewater, for the Luling Pond Lift Station and Upgrades (Project No. S211204), in the lump sum amount of \$47,900.00 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: BILLINGS, FONSECA, DARENSBOURG GORDON, CLULEE, GIBBS, DUFRENE, BELLOCK

NAYS: NONE

ABSENT: FISHER, FISHER-CORMIER

And the ordinance was declared adopted this 10th day of July, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: *Boyd Billings*
SECRETARY: *Michelle Dupastato*
DLVD/PARISH PRESIDENT: July 11, 2023
APPROVED : _____ DISAPPROVED: _____

PARISH PRESIDENT: *Matthew Jewell*
RETD/SECRETARY: July 11, 2023
AT: 3:05 pm RECD BY: *[Signature]*

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and effective as of the ____ day of _____, 2023 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 EUSTIS ENGINEERING, L.L.C., a corporation and/or limited liability company acting herein by and through its Contracting Officer, hereinafter called CONSULTANT, duly authorized by corporate resolution or certificate of authority attached hereto and made a part hereof. Whereas the Owner desires to employ a professional consulting firm to perform consulting work and services for LULING POND LIFT STATION AND UPGRADES Project No. S211204 as described in Ordinance No. 23-7-2 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:

LULING POND LIFT STATION AND UPGRADES
Project No. S211204

2.2 The Project consists 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 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.

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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 is, 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 INSURANCE

- 12.1 The Consultant shall secure and maintain at his expense such insurance that will protect him and the Owner, from claims under Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from performance of services under this Agreement. Insurance for bodily injury or death

shall be in the unencumbered amount of \$1,000,000.00 for one person and not less than \$1,000,000.00 for all injuries and/or deaths resulting from any one occurrence. The insurance for property damage shall be in the unencumbered amount of \$1,000,000.00 for each accident and not less than \$1,000,000.00 aggregate.

- 12.2 The Consultant shall also secure and maintain at his expense professional liability insurance in the unencumbered sum of \$1,000,000.00.
- 12.3 All certificates of insurance SHALL BE FURNISHED TO THE OWNER and shall provide that insurance shall not be cancelled without ten (10) days prior written notice to the Owner. The Owner may examine the policies.
- 12.4 Consultant shall include all subcontractors and/or subconsultants as insured under its policies or shall furnish separate certificates for each. All coverages for subcontractors and/or subconsultants shall be subject to all the requirements stated herein.
- 12.5 Contractor shall secure and maintain at his expense Comprehensive Automobile Liability - Bodily Injury Liability \$1,000,000 each person: \$1,000,000 each occurrence. Property Damage Liability \$1,000,000 each occurrence. The Comprehensive Automobile Liability policy must have coverage for loading and unloading and must include owned, hired and leased autos.
- 12.6 St Charles Parish shall be named as an additional insured on general liability insurance policies.
- 12.7 For all purposes under Louisiana law, the principals of this Contract shall be recognized as the statutory employer of all contract employees as provided in LSA-R.S. 23:1061.
- 12.8 Insurance policies shall be endorsed to provide for a waiver of subrogation in favor of St. Charles Parish for worker's compensation policies. The certificate of insurance shall reference the waiver of subrogation endorsement.
- 12.9 The Worker's Compensation Policy Territory Coverage must include Louisiana.

13.0 INDEMNIFICATION

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

14.0 WARRANTY

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

15.0 EXCLUSIVE JURISDICTION AND VENUE

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

16.0 COMPLIANCE WITH FEDERAL AND STATE LAWS

CONSULTANT further agrees to comply with federal and state laws.

17.0 OTHER

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

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

WITNESSES:

Kay Meyer

Billy Raymond

WITNESSES:

ST. CHARLES PARISH

Matthew Jewell

By: Matthew Jewell
Parish President

7/11/23

Date:

EUSTIS ENGINEERING, L.L.C.

By: Chad L. Held, P.E.
Executive Vice President

Date:

ATTACHMENT "A"
PROJECT SCOPE

LULING POND LIFT STATION AND UPGRADES
Project No. (S211204)

The Scope of Work is as follows:

Geotechnical Investigation is to be completed as required for construction of a new sewer lift station and discharge manifold at the existing Luling Pond located at 199 Texaco Road. See detailed scope below.

GEOTECHNICAL INVESTIGATION

Upon written authorization from OWNER, CONSULTANT (a Licensed Louisiana Geotechnical firm) shall complete a geotechnical investigation including the following elements:

1. (6) six undisturbed soil borings located within proximity to the project location per the table below

BORING LOCATION	NUMBER OF BORINGS	BORING DEPTH (IN FEET)	DESIGN NEED
Lift Station Sites	3	80	Pile Design, Pile Capacity, Pile Condition Analysis
Adjacent to the Existing Dichlorination Basin	1	80	Levee Stability Analysis, Bearing Capacity, and Recommended Bedding Material Type and Thickness for Installation of Pipes
Effluent Discharge Manifold	2	25	Bearing Capacity and Recommended Bedding Material Type and Thickness for Installation of Pipes and Control Valves

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, bedding, levee stability, 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).

ATTACHMENT "B"
PROJECT SCHEDULE

LULING POND LIFT STATION AND UPGRADES
Project No. (S211204)

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

	<u>Number of Days to Complete</u>
Geotechnical Investigation	60

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"
PROJECT COMPENSATION

LULING POND LIFT STATION AND UPGRADES
Project No. (S211204)

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

- a. The total compensation for basic services as described in Attachment A is estimated to be \$47,900.00.
- a. The amounts billed for CONSULTANT's services under this Agreement will be based on the percent complete of the Project during the billing period.



Excerpt from Minutes of Meeting of the
Board of Directors of Eustis Engineering L.L.C.

At the meeting of the Directors of the Board, duly noted and held on 17 November 2021, a quorum being present, on motion duly made and seconded, it was resolved that the following individuals were hereby appointed, constituted, and designated as agent and attorney-in-fact of the corporation with full power and authority to act on behalf of this corporation in all negotiations, bidding, concerns and transactions with the St Charles Parish, Public Works Department, or any of its agencies, departments, employees or agents, including but not limited to, the execution of all bids, papers, documents, affidavits, bonds, sureties, contracts and acts and to receive and receipt therefore all purchase orders and notices issued pursuant to the provisions of any such bid or contract, this corporation hereby ratifying, approving, confirming, and accepting each and every such act performed by said agent and attorney-in-fact.

Gwendolyn P. Sanders, P.E. / President
Chad L. Held, P.E. / Executive Vice President
James J. Hance, P.E. / Vice President and Treasurer
Travis R. Richards, P.E. / Vice President
Lawrence W. Rome / Vice President
Sean G. Walsh, P.E. / Vice-President

I hereby certify the foregoing to be a true and correct copy of an excerpt of the minutes of the above dated meeting of the Board of Directors of said corporation, and the same has not been revoked or rescinded.

A handwritten signature in cursive script, appearing to read 'Gwendolyn P. Sanders', written over a horizontal line.

PRESIDENT

8 June 2023

DATE

2023-0153

INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PARKS AND RECREATION)

ORDINANCE NO. 23-7-3

An ordinance approving and authorizing 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.

WHEREAS, St. Charles Parish plans to improve the overall experience for our residents when they visit and utilize the East Bank Bridge Park; and,

WHEREAS, this project will be done in a phased approach, addressing drainage throughout the park; and,

WHEREAS, updating park amenities such as the work out equipment, tennis courts with LED lighting, fencing, pavilions and adding pickleball courts; and,

WHEREAS, fields one and two will be upgraded to turf infields, new dugouts, backstops, and fencing along with LED lighting; and,

WHEREAS, it is the desire of the Parish Council to approve and authorize this agreement.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Professional Services Agreement between St. Charles Parish and 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 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: BILLINGS, FONSECA, DARENSBOURG GORDON, CLULEE, GIBBS, DUFRENE, BELLOCK
- NAYS: NONE
- ABSENT: FISHER, FISHER-CORMIER

And the ordinance was declared adopted this 10th day of July, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: *Bob Billings*

SECRETARY: *Michelle Spatato*

DLVD/PARISH PRESIDENT: *July 11, 2023*

APPROVED: DISAPPROVED:

PARISH PRESIDENT: *Matthew Jewell*

RETD/SECRETARY: *July 11, 2023*

AT: *3:05pm* RECD BY: *[Signature]*

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and effective as of the ____ day of _____, 2023 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 **Danny J. Hebert, P.E., L.L.C. d.b.a. Civil & Environmental Consulting Engineers**, a corporation and/or limited liability company acting herein by and through its Contracting Officer, hereinafter called CONSULTANT, duly authorized by corporate resolution or certificate of authority attached hereto and made a part hereof. Whereas the Owner desires to employ a professional consulting firm to perform consulting work and services for **East Bank Bridge Park Improvements** Project No. RECEBI23 as described in Ordinance No. 23-7-3 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:

East Bank Bridge Park Improvements
Project No. RECEBI23

2.2 The Project consists 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 other 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 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 the sole and exclusive entity who may exercise such rights.

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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.

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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

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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.

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

13.0 INDEMNIFICATION

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

14.0 WARRANTY

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

15.0 EXCLUSIVE JURISDICTION AND VENUE

For all claims arising out of or related to this agreement, CONSULTANT hereby consents and yields to the exclusive jurisdiction and venue of the Twenty-Ninth Judicial District

Court for the Parish of St. Charles, State of Louisiana, and expressly waives any (a) pleas of jurisdiction based upon Consultant's residence and (b) right of removal to Federal Court based upon diversity of citizenship.

16.0 OTHER

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

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

WITNESSES:

Kary Morkey

Billy Raymond

ST. CHARLES PARISH

Matthew Jewell

By: Matthew Jewell
Parish President

7/11/23

Date:

WITNESSES:

DANNY J. HEBERT, P.E., L.L.C.
D.B.A. CIVIL & ENVIRONMENTAL
CONSULTING ENGINEERS

By: Danny J. Hebert, P.E.
Owner

Date:

ATTACHMENT "A"

East Bank Bridge Park Improvements

Project No. RECEBI23

Project Scope:

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

Provide Planning, Design, and Construction Administration of the Improvements at the East Bank Bridge Park of St. Charles Parish. The Scope of Work consists of Engineering Services as following:

Master Plan Phase 1:

Baseball Synthetic Turf Fields: Provide Planning, Design, and Construction Administration services for new Synthetic Turf Infields for Fields 1 & 2. Detailed scope of work includes synthetic turf infields, Bermuda grass outfields, new backstops, netting, fencing, and bleacher/overhangs with proper lighting & scoreboard packages. Lighting to be cellular controlled. Services to include:

1. Topographic Surveying of the entire park.
2. Drainage Impact Analysis of the entire park.
3. Geotechnical Investigation Services
4. Stormwater Pollution Prevention Plan/ LPDES/ MS-4 and Levee Basin/ USACE Permits
5. Construction Documents (Plans, Specifications, and Opinions of Cost)
6. Construction Administration Services:
 - a. Bidding Coordination (issuance of Bid Sets, Addenda, etc.)
 - b. Execution of Construction Contract (with selected General Contractor)
 - c. Initial Site Visit/Pre-Construction Conference followed by biweekly Site Visits based on completion of work to be observed
 - d. Processing of submittals, shop drawings, change orders, and fielding questions during Construction.
 - e. Monthly review of progress and processing of Payment Applications.
 - f. Final Punch list and Certificate of Substantial Completion at end of construction.
Final payment and release of liens.
7. Resident Construction Site Representation

Master Plan Phase 2:

Update Master Plan to include replacement of the existing Tennis Courts, plus two (2) new Pickleball Courts. Provide Planning, Design, and Construction Administration services for resurfacing/replacement of the Tennis Courts and two (2) new Pickleball Courts at the East Bank Bridge Park. Services to include:

1. Construction Documents (Plans, Specifications, and Opinions of Cost)
2. Construction Administration Services:
 - a. Bidding Coordination (issuance of Bid Sets, Addenda, etc.)
 - b. Execution of Construction Contract (with selected General Contractor)
 - c. Initial Site Visit/Pre-Construction Conference followed by biweekly Site Visits based on completion of work to be observed

- d. Processing of submittals, shop drawings, change orders, and fielding questions during Construction.
 - e. Monthly review of progress and processing of Payment Applications.
 - f. Final Punch list and Certificate of Substantial Completion at end of construction.
Final payment and release of liens.
3. Resident Construction Site Representation

Master Plan Phase 3:

Update Master Plan for the East Bank Bridge Park to include Conceptual Design of the following Park Amenities (including Preliminary Opinions of Cost):

1. Add three (3) new pavilions and remove three (3) existing pavilions.
2. New lighting for the fields and general park lighting that can be cellular controlled.
3. Concrete & Sidewalk improvements throughout the park.

ATTACHMENT "B"

East Bank Bridge Park Improvements
Project No. RECEBI23

Project Schedule:

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

	<u>Number of Days to Complete</u>
Phase 1 – Baseball Synthetic Turf Fields	
Topographic Surveying & Geotechnical Investigation.....	45
Drainage Impact Analysis & Preliminary Design.....	45
Permitting.....	90 (depending on Permitting Agencies' responsiveness)
Construction Documents.....	45 (after approval from OWNER and Permitting Agencies)
Phase 2 – Tennis Courts and two (2) new Pickleball Courts	
Construction Documents.....	90
Phase 3 – Park Amenities	
Master Plan/ Preliminary Documents.....	120

Note: Schedule assumes phases run consecutively.

ATTACHMENT "C"

East Bank Bridge Park Improvements
Project No. RECEBI23

For all services outlined in Attachment "A" and any other services required for this project, the OWNER shall pay the CONSULTANT on the basis of their certified and itemized salary costs.

For each task and any other services required for this project, the work is to be initiated only upon receipt of a written work order from the DIRECTOR which must include the scope of work and a minimum fee that can be charged. The maximum fee that can be charged for work on this contract shall not exceed \$293,500.00, unless increased by contract amendment approved by the St. Charles Parish Council.

Phase 1 – Baseball Synthetic Turf Fields

Topographic Surveying.....	\$12,200.00
Drainage Impact Analysis.....	\$25,000.00
Geotechnical Investigation.....	\$9,700.00
Permitting.....	\$22,000.00
Construction Documents.....	\$73,600.00
Construction Administration.....	\$18,000.00
Resident Inspection.....	\$24,400.00

Phase 2 – Tennis Courts (includes new Courts plus two (2) Pickleball Courts)

Construction Documents.....	\$40,000.00
Construction Administration.....	\$9,000.00
Resident Inspection.....	\$9,800.00

Phase 3 – Park Amenities

Master Plan/ Conceptual Documents.....	\$49,800.00
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Note: Design and Construction Documents for Amenities in Phase 3 may be added by contract amendment approved by the St. Charles Parish Council.



Civil & Environmental Consulting Engineers
 Danny J. Hebert, P.E., L.L.C.
 14433 River Road
 Hahnville, LA 70057
 www.hebertengineering.com
 phone: (985) 785-2380



**CORPORATE RESOLUTION
 AND
 CERTIFICATE OF AUTHORITY
 FOR**

DANNY J. HEBERT, P.E., LLC dba CIVIL & ENVIRONMENTAL CONSULTING ENGINEERS

The undersigned, being the Sole Manager & Member of Danny J. Hebert, P.E., LLC dba Civil & Environmental Consulting Engineers LLC (the "Company") and acting in such capacity, hereby certifies:

That Danny J. Hebert is hereby authorized for and on behalf of this Company to submit such requests for proposals and to negotiate for and sign any and all bid proposals and/or contracts which this Company might enter for the furnishing of services under such terms, conditions and stipulations, and for such consideration, as Danny J. Hebert deems to be in the best interest of the Company.

Dated this 14th day of June, 2023.

Danny J. Hebert, Sole Member/Manager

Mailing Address: 14433 River Road • Hahnville, Louisiana • 70057
 Tel: (985) 785-2380 • Email: dhebert@hebertengineering.com

2023-0156

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

ORDINANCE NO. 23-7-4

An ordinance approving and authorizing the execution of a Professional Services Agreement with Volkert, Inc., to perform engineering services for the KCS Canal Drainage Improvements (Project No. P230401), in the not to exceed amount of \$260,348.00.

WHEREAS, St. Charles Parish desires to improve drainage conveyance south of the KCS railroad in Montz; and,

WHEREAS, the area south of the railroad is flood prone and the existing drainage canal along KCS railroad and the existing culverts under Evangeline Road need to be improved; and,

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

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Professional Services Agreement between St. Charles Parish and Volkert, Inc., to perform engineering services as required by the Department of Public Works for the KCS Canal Drainage Improvements (Project No. P230401), in the not to exceed amount of \$260,348.00, 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: BILLINGS, FONSECA, DARENSBOURG GORDON, CLULEE, GIBBS, DUFRENE, BELLOCK
- NAYS: NONE
- ABSENT: FISHER, FISHER-CORMIER

And the ordinance was declared adopted this 10th day of July, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: *Bob Billings*

SECRETARY: *Michelle Capatato*

DLVD/PARISH PRESIDENT: *July 11, 2023*

APPROVED: DISAPPROVED:

PARISH PRESIDENT: *Matthew Jewell*

RETD/SECRETARY: *July 11, 2023*

AT: *3:05 pm* RECD BY: *[Signature]*

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and effective as of the _____ day of _____, 2023 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 VOLKERT, INC., a corporation and/or limited liability company acting herein by and through its Contracting Officer, hereinafter called CONSULTANT, duly authorized by corporate resolution or certificate of authority attached hereto and made a part hereof. Whereas the Owner desires to employ a professional consulting firm to perform consulting work and services for KCS CANAL DRAINAGE IMPROVEMENTS Project No. P230401 as described in Ordinance No. 23-7-4 which is attached hereto and made a part hereof.

1.0 GENERAL TERMS

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

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

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

2.0 PROJECT

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

KCS CANAL DRAINAGE IMPROVEMENTS

Project No. P230401

2.2 The Project consists 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 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 is, 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 INSURANCE

- 12.1 The Consultant shall secure and maintain at his expense such insurance that will protect him and the Owner, from claims under Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from performance of services under this Agreement. Insurance for bodily injury or death

shall be in the unencumbered amount of \$1,000,000.00 for one person and not less than \$1,000,000.00 for all injuries and/or deaths resulting from any one occurrence. The insurance for property damage shall be in the unencumbered amount of \$1,000,000.00 for each accident and not less than \$1,000,000.00 aggregate.

- 12.2 The Consultant shall also secure and maintain at his expense professional liability insurance in the unencumbered sum of \$1,000,000.00.
- 12.3 All certificates of insurance SHALL BE FURNISHED TO THE OWNER and shall provide that insurance shall not be cancelled without ten (10) days prior written notice to the Owner. The Owner may examine the policies.
- 12.4 Consultant shall include all subcontractors and/or subconsultants as insured under its policies or shall furnish separate certificates for each. All coverages for subcontractors and/or subconsultants shall be subject to all the requirements stated herein.
- 12.5 Contractor shall secure and maintain at his expense Comprehensive Automobile Liability - Bodily Injury Liability \$1,000,000 each person: \$1,000,000 each occurrence. Property Damage Liability \$1,000,000 each occurrence. The Comprehensive Automobile Liability policy must have coverage for loading and unloading and must include owned, hired and leased autos.
- 12.6 St Charles Parish shall be named as an additional insured on general liability insurance policies.
- 12.7 For all purposes under Louisiana law, the principals of this Contract shall be recognized as the statutory employer of all contract employees as provided in LSA-R.S. 23:1061.
- 12.8 Insurance policies shall be endorsed to provide for a waiver of subrogation in favor of St. Charles Parish for worker's compensation policies. The certificate of insurance shall reference the waiver of subrogation endorsement.
- 12.9 The Worker's Compensation Policy Territory Coverage must include Louisiana.

13.0 INDEMNIFICATION

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

14.0 WARRANTY

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

15.0 EXCLUSIVE JURISDICTION AND VENUE

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

16.0 COMPLIANCE WITH FEDERAL AND STATE LAWS

CONSULTANT further agrees to comply with federal and state laws.

17.0 OTHER

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

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

WITNESSES:

Kary Morgan

Billy Raymond

WITNESSES:

ST. CHARLES PARISH

Matthew Jewell

By: Matthew Jewell
Parish President

7/11/23

Date:

VOLKERT, INC.

By: Jan Evans, P.E.
Vice President

Date:

ATTACHMENT "A"
PROJECT SCOPE

KCS CANAL DRAINAGE IMPROVEMENTS
Project No. (P230401)

The Scope of Work is as follows:

The project consists of reshaping and cleaning the existing KCS canal from the Parish line to the trestle bridge at the connection to the CC canal, potentially plugging and filling culverts that are no longer needed, and upgrading the culverts under Evangeline Road. This project is located in Montz, and the above-listed improvements will provide proper drainage conveyance to direct water to the future Montz Pump Station No.2.

PART 1 – BASIC SERVICES

A. PRELIMINARY DESIGN PHASE

Upon written authorization from OWNER, CONSULTANT shall:

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

electronically to appropriate parties specified by OWNER. CONSULTANT's services under the Preliminary Design Phase will be considered complete on the date when CONSULTANT has delivered to OWNER the final Preliminary Design Phase documents and opinion of probable Construction Cost.

B. FINAL DESIGN PHASE

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

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

C. BID PHASE

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

- a. Assist OWNER in advertising for and obtaining bids or proposals for the Work, assist OWNER in issuing assembled design, contract, and bidding-related documents to prospective CONTRACTORS, and, where applicable, maintain a record of prospective CONTRACTORS to which documents have been issued, pre-bid conferences, if any, and receive and process CONTRACTOR deposits or charges for the issued documents.

- b. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
- c. Consult with OWNER as to the qualifications of prospective CONTRACTORS. Consult with OWNER as to the qualifications of Subcontractors, suppliers, and other individuals and entities proposed by prospective CONTRACTORS, for those portions of the Work as to which review of qualifications is required by the issued documents.
- d. If the issued documents require, CONSULTANT shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective CONTRACTORS.
- e. Attend the bid opening, prepare bid tabulation sheets and recommendation of award to meet OWNER's schedule, and assist OWNER in evaluating bids or proposals, assemble final contracts for the Work for execution by OWNER and CONTRACTOR, and in issuing notices of award of such contracts.
- f. The Bid Phase will be considered complete upon commencement of the Construction Phase.

D. CONSTRUCTION PHASE

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

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

Evaluate and determine the acceptability of substitute or “or-equal” materials and equipment proposed by CONTRACTOR.

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

PART 2 – ADDITIONAL SERVICES

A. SURVEY

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

1. Established baselines and temporary benchmarks along the project corridor and specified datums used,
2. Utilities as shown after contacting Louisiana One Call,
3. Descriptions, locations, depths, and sizes of all pipes within the project,
4. Descriptions, locations, diameters of all trees within the project,

5. Ground elevations within the project limits to properly develop contours,
6. Locations of all buildings, fences, and other structures,
7. Cross sections along roadways at 100-foot intervals minimum,
8. Cross sections along ditches at 50-foot intervals minimum,
9. Locations of all apparent rights-of-way and servitudes.

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

Data Collection and Processing:

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

Project Control:

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

Survey Data Deliverables:

1. A complete survey package as described below must be submitted by assembling all the appropriate electronic information used to conduct the survey. These documents should indicate the following (where applicable) for project control monuments:

- a. Designation - the "name" of the mark used.
- b. CORS Identifier - the mark is either a Continuously Operational Reference Station (CORS) or is associated with one.
- c. PID - Permanent Identifier
- d. GEOID – Geoid model used (ex. 12B)
- e. Epoch – ex. 2010
- f. Latitude/Longitude – X,Y; Northing/Easting; State Plane Louisiana South FIPS1702 (Feet)
- g. Orthometric Height – Z (Feet)
- h. Horizontal Datum – ex. coordinates in North American Datum (NAD 1983)
- i. Vertical Datum – ex. North American Vertical Datum (NAVD 88) elevation (if measured)
- j. Horizontal and vertical accuracy
- k. Units
- l. Scale factor

B. GEOTECHNICAL INVESTIGATION

CONSULTANT shall obtain a contract with a Licensed Louisiana Geotechnical firm to complete the work as 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"
PROJECT SCHEDULE

KCS CANAL DRAINAGE IMPROVEMENTS
Project No. (P230401)

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

	<u>Number of Days to Complete</u>
Preliminary Design Phase	30
Final Design Phase	60
Bid Phase	45
Construction Phase	90

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"
PROJECT COMPENSATION

KCS CANAL DRAINAGE IMPROVEMENTS
Project No. (P230401)

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 \$150,000.00 based on the following estimated distribution of compensation:
 1. Preliminary Design Phase (30%) \$45,000.00
 2. Final Design Phase (40%) \$60,000.00
 3. Bid Phase (5%) \$7,500.00
 4. Construction Phase (25%) \$37,500.00
- b. CONSULTANT may, with OWNER's consent, alter the distribution of compensation between individual phases of the Work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by OWNER.
- c. The amounts billed for CONSULTANT's services under this Agreement will be based on the cumulative hours charged to the Project during the billing period by each class of CONSULTANT's employees times Standard Hourly Rates for each applicable billing class, plus CONSULTANT's SUBCONSULTANT's charges.
- d. The Standard Hourly Rates charged by CONSULTANT constitute full and complete compensation for CONSULTANT's services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include CONSULTANT's SUBCONSULTANT's charges.
- e. CONSULTANT's Standard Hourly Rates are attached to this Agreement as Attachment C-1.

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

- a. Surveying \$12,512.00
- b. Geotechnical Investigation \$22,836.00
- c. Permitting \$30,000.00

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

1. Resident Project Representative Services: For services of CONSULTANT's Resident Project Representative, if requested, as outlined in Part 2.D of Attachment A, a total amount of \$45,000.00, at the hourly rate as listed in Attachment C-1.
2. Resident Project Representative Schedule: The total amount set forth above is based on full-time RPR services on an eight-hour workday Monday through Friday over a 90-day construction schedule.

Attachment C-1

2022 Rate Sheet

Principal	\$365
Supervisor - Other	\$292
Supervisor - Engineer	\$251
Surveyor	\$178
Engineer	\$158
Inspector - Bridge	\$136
Biologist/Wetlands	\$133
Senior Technican	\$122
CADD - Operator	\$115
CADD Technician	\$108
Project Office Manager	\$104
Engineering Intern	\$98
Construction Inspector	\$85
Construction Inspecor- Certified	\$100
Party -Chief	\$84
Adminstratvie	\$77
CADD Drafter	\$65
Rodman	\$51

CORPORATE SECRETARY'S CERTIFICATE OF RESOLUTION

RSA Battle House Tower | Suite 18290
11 N. Water Street | Mobile, AL 36602
251.342.1070



SECRETARY'S CERTIFICATE OF RESOLUTION

I, Landra S. Day, Assistant Secretary of the Board of Volkert, Inc., a corporation organized under the laws of the State of Alabama and authorized to do business in the State of Louisiana, do hereby certify that the Board of Directors of Volkert, Inc. adopted the following Resolution at its annual meeting on March 30, 2023, pursuant to a unanimous vote:

6. Amended Resolution re Authorization of Certain Officers to Execute Contracts

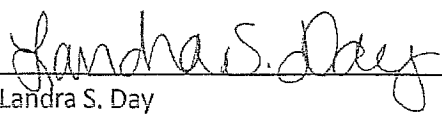
RESOLVED, that all prior resolutions of this Board of Directors specifying the Officers of this Corporation having power and authority to execute contracts in the name of this Corporation, for the performance of engineering and related services, be, and the same hereby are, revoked effective this date; and

RESOLVED FURTHER, that each of the Officers hereinafter designated be, and hereby is, authorized, empowered, and directed to enter into, execute and deliver in the name of and on behalf of this Corporation, contracts for the performance of engineering and related services, and all subcontracts in connection therewith in compliance with corporate contract-signing policies and procedures as may from time-to-time be amended, and to take in connection therewith such actions as such officer may deem necessary and proper for the business of this Corporation, without further act or resolution of this Board and without the necessity of the signature of said Officer being attested by the Secretary of this Corporation or any other Officer thereof, provided, however, that the Secretary, and any Assistant Secretary hereof, is hereby authorized and directed to attach the Corporate seal of this Corporation and to attest the signature of any said Officer when requested to do so by said Officer, viz.:

- | | |
|------------------------------|---|
| Thomas A. Hand (Director) | Chairman and Chief Executive Officer |
| Leon M. Barkan (Director) | President and Chief Operating Officer |
| David M. Webber (Director) | Chief Engineer |
| Mark C. McConnell (Director) | Senior Vice President, West Gulf Region |
| Justin Walker | Vice President |
| Jan Evans | Vice President |

In witness whereof, I hereupon set my hand and the seal of this Corporation on this, the 19th day of April, 2023.





Landra S. Day
Assistant Secretary

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2023-0157

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

ORDINANCE NO. 23-7-5

An ordinance approving and authorizing the execution of an Amendment No. 2 to Ordinance No. 19-7-3 which approved the Professional Services Agreement with Picciola & Associates, Inc., to perform engineering services for the Destrehan Pump Station (P.S.) No. 2 Conveyance Improvements (Project No. P181101), in the not to exceed amount of \$111,500.00.

WHEREAS, a Professional Services Agreement was fully executed November 1, 2018, between St. Charles Parish and Picciola & Associates, Inc., to complete a conceptual study for Destrehan Pump Station (P.S.) No. 2 Conveyance Improvements (Project No. P181101) in the not to exceed amount of \$15,918.00; and,

WHEREAS, Ordinance No. 19-7-3 adopted July 1, 2019, by the St. Charles Parish Council approved and authorized the execution of a professional service multi-phase project agreement with Picciola & Associates, Inc. to perform professional design services for Destrehan Pump Station (P.S.) No. 2 (Conveyance Improvements) (P181101), in the amount not to exceed \$183,375.00; and,

WHEREAS, Ordinance No. 20-7-13 adopted July 27, 2020, by the St. Charles Parish Council approved and authorized the execution of Amendment No.1 to the professional services agreement with Picciola & Associates, Inc., to include additional design work due to scope changes for Destrehan Pump Station (P.S.) No. 2 (Conveyance Improvements) (P181101), in the amount not to exceed \$54,927.00, increasing the total not to exceed design fee to \$238,302.00; and,

WHEREAS, on June 19, 2023, St. Charles Parish Council will consider File No. 2023-0141 to approve and authorize the execution of a contract with Sealevel Construction, Inc., for Destrehan Pump Station (P.S.) No. 2 Conveyance Improvements (Project No. P181101), in the amount of \$9,190,697.00; and,

WHEREAS, on June 19, 2023, St. Charles Parish Council will consider File No. 2023-0143 to approve and authorize the execution of a Professional Services Agreement with Alpha Testing and Inspection, Inc., to perform testing services for Destrehan Pump Station (P.S.) No. 2 Conveyance Improvements (Project No. P181101), in the not to exceed amount of \$66,000.00; and,

WHEREAS, an Amendment No. 2 is necessary to add the cost for resident inspection to the contract in the not to exceed amount of \$111,500.00, increasing the total not to exceed design fee to \$349,802.00; and,

WHEREAS, the Amendment No. 2 to the Professional Services Agreement between St. Charles Parish and Picciola & Associates, Inc., describes the details of the proposed services and compensation.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Amendment No. 2 to the Professional Services Agreement between St. Charles Parish and Picciola & Associates, Inc., for the Destrehan Pump Station (P.S.) No. 2 Conveyance Improvements (Project No. P181101) to increase the design fee for resident inspection by \$111,500.00 is hereby approved and accepted.

SECTION II. That the Parish President is hereby authorized to execute Amendment No. 2 on behalf of St. Charles Parish.

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

- YEAS: BILLINGS, FONSECA, DARENSBOURG GORDON, CLULEE, GIBBS, DUFRENE, BELLOCK
- NAYS: NONE
- ABSENT: FISHER, FISHER-CORMIER

And the ordinance was declared adopted this 10th day of July, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
 SECRETARY: [Signature]
 DLVD/PARISH PRESIDENT: July 11, 2023
 APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: [Signature]
 RETD/SECRETARY: July 11, 2023
 AT: 3:05 pm RECD BY: [Signature]

**AMENDMENT NO. 2
TO
PROFESSIONAL SERVICES AGREEMENT
FOR DESTREHAN PUMP STATION (P.S.)
NO. 2 CONVEYANCE IMPROVEMENTS**

THIS AMENDMENT NO. 2 is made and entered into on this _____ day of _____, 2023;

BY AND BETWEEN:

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

PICCIOLA & ASSOCIATES, INC., represented herein by Joseph C. Picciola, II, P.E., duly authorized by Corporate Resolution attached hereto (hereafter sometimes referred to as "ENGINEER"):

WHEREAS, A Professional Services Agreement was fully executed November 1, 2018, between St. Charles Parish and Picciola & Associates, Inc., to complete a conceptual study for Destrehan Pump Station (P.S.) No. 2 Conveyance Improvements (Project No. P181101) in the not to exceed amount of \$15,918.00; and,

WHEREAS, on July 1, 2019, the St. Charles Parish Council adopted Ordinance No. 19-7-3 authorizing an Agreement between St. Charles Parish and Picciola & Associates, Inc. to perform professional design services for Destrehan Pump Station (P.S.) No. 2 Conveyance Improvements (P181101), in the amount not to exceed \$183,375.00; and,

WHEREAS, on July 27, 2020, the St. Charles Parish Council adopted Ordinance No. 20-7-13 authorizing an Amendment No.1 to the existing design services contract between St. Charles Parish and Picciola & Associates, Inc., to include additional design work due to scope changes for Destrehan Pump Station (P.S.) No. 2 Conveyance Improvements (P181101), in the amount not to exceed \$54,927.00, increasing the total not to exceed design fee to \$238,302.00; and,

WHEREAS, St. Charles Parish requested Picciola & Associates, Inc. to provide a proposal for resident inspection of the construction project; and,

WHEREAS, St. Charles Parish and Picciola & Associates, Inc. have mutually agreed upon a not-to-exceed fee of \$111,500.00 to complete the work at the hourly rate as shown on the attached Exhibit A

NOW THEREFORE, be it understood and agreed by the parties hereto amend the contract as follows:

Amend Section 4.0 – Compensation to add to current not-to-exceed fees in Section A.
Basic Services as follows:

Phase of Work	Initial Contract Fee	Amend No. 1 Increase	Amend No. 2 Increase
4.1.1 Preliminary Engineering	\$55,013.00	\$20,240.00	N/A
4.1.2 Final Engineering	\$73,350.00	\$26,988.00	N/A
4.1.3 Bidding Assistance	\$4,584.00	\$1,687.00	N/A
4.1.4 Construction Phase	\$45,844.00	\$4,325.00	N/A
4.1.5 Residential Inspection	TBD	TBD	\$111,500.00
Printing Costs	\$4,584.00	\$1,687.00	N/A
Totals	\$183,375.00	\$54,927.00	\$111,500.00
Overall Contract Total	\$183,375.00	\$238,302.00	\$349,802.00

THUS DONE AND SIGNED in the presence of the undersigned competent witnesses, on this _____ day of _____, 2023.

Witnesses:

Kay Meyer

Billy Raymond

ST. CHARLES PARISH

By: Matthew Jewell

Matthew Jewell
Parish President

Date: 7/11/23

PICCIOLA & ASSOCIATES, INC.

By: _____

Joseph C. Picciola, II, P.E.
President

Date: _____

PICCIOLA & ASSOCIATES, INC.

RATE SCHEDULE

JANUARY 1, 2023

OFFICE PERSONNEL

Registered Professional Engineer - Principal	\$ 200.00 per hour
Registered Professional Engineer	\$ 150.00 per hour
Registered Land Surveyor	\$ 140.00 per hour
Project Engineer, EIT	\$ 110.00 per hour
Sr. Project Manager	\$ 140.00 per hour
Project Manager	\$ 110.00 per hour
Surveying Technician	\$ 90.00 per hour
Inspectors	\$ 95.00 per hour
CADD Lead Technician	\$ 90.00 per hour
CADD Technician	\$ 80.00 per hour
Stenographer	\$ 60.00 per hour

FIELD PERSONNEL

2 Man Survey Party (Party Chief, Instrument Man, plus standard equipment)	\$ 150.00 per hour
3 Man Survey Party (Party Chief, Instrument Man, Rodman, plus standard equipment)	\$ 170.00 per hour
Party Chief Plus Standard Equipment & Truck	\$ 120.00 per hour
Construction Inspector & Truck	\$ 100.00 per hour

EQUIPMENT NOT INCLUDED IN STANDARD EQUIPMENT

Automobiles	\$ 15.00 per hour
Survey Party Vehicles	\$ 15.00 per hour
Computer and Plotter	\$ 25.00 per hour
Quadcopter Drone (Aerial Photography)	\$ 120.00 per hour
Fathometer	\$ 120.00 per day
GPS (Trimble G8)	\$ 80.00 per hour
Total Station	\$ 60.00 per hour
Robotic Total Station	\$ 60.00 per hour
Radio Transmitter and Receiver Units, Each	\$ 20.00 per day
Chainsaw w/Fuel	\$ 120.00 per day
Metal Detector	\$ 50.00 per day
Pirogue	\$ 50.00 per day
14' Aluminum Skiff	\$ 90.00 per day
15 to 25 H.P. Outboard Motor w/Fuel	\$ 120.00 per day
17' to 20' Boat, Motor and Fuel	\$ 500.00 per day
Tractor	\$ 300.00 per day
Bush Hog	\$ 125.00 per day
All Terrain Vehicle	\$ 150.00 per day

Note: Additional equipment such as marsh buggies, helicopters, air boats, etc. will be charged at cost plus 10%.

SURVEY SUPPLIES

1x2 Hub	\$ 1.50 each
1x1x4' Wooden Stake	\$ 2.00 each
1x1x8' Wooden Stake	\$ 3.00 each
2x2x16' Wooden Stake	\$ 5.00 each
Cane Poles	\$ 10.00 each
Flagging	\$ 3.50 each
1/2" Iron Rod	\$ 5.00 each
3/4" G.I.P.	\$ 6.50 each

Note: Additional material will be charged at cost plus 10%.

REPRODUCTION

Prints:

8½"x11 Black Line Charge	\$ 2.00 each
8½"x11 Color Line Charge	\$ 4.00 each
11x17 Black Line Charge	\$ 8.00 each
11x17 Color Line Charge	\$ 12.00 each
22x34 Black Line Charge	\$ 15.00 each
22x34 Color Line Charge	\$ 25.00 each
24x36 Black Line Charge	\$ 15.00 each
24x36 Color Line Charge	\$ 25.00 each
Photo Copies	\$ 2.50 each
Original Drawings	\$ 50.00 each

Note: All outside reproduction services will be charged at cost plus 10%.

ADDITIONAL

1. Charges will commence at departure and will terminate at return to office in Cut Off, Louisiana.
2. Overtime may be charged for weekend and legal holidays.
3. When operating from a base other than our Cut Off office, per diem will be charged at a rate of \$40.00 per calendar day per man subsistence plus lodging expenses.
4. Special services furnished by others shall be charged at the actual cost plus coordination fees based on the applicable hourly rate.

AUTHORITY TO EXECUTE CONTRACT
CORPORATE RESOLUTION

A meeting of the Board of Directors of Picciola & Associates, Inc. a corporation organized under the laws of the State of Louisiana and domiciled in Destrehan, LA was held this 12th day of June, 2023 and was attended by a quorum of the members of the Board of Directors.

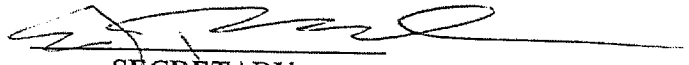
The following resolution was offered, duly seconded and after discussion was unanimously adopted by said quorum:

BE IT RESOLVED, that Joseph C. Picciola, II is hereby authorized to submit proposals and execute agreements on behalf of this corporation with the Parish of St Charles.

BE IT FURTHER RESOLVED, that said authorization and appointment shall remain in full force and effect, unless revoked by resolution of this Board of Directors and that said revocation will not take effect until St. Charles Parish, has been furnished a copy of said resolution, duly certified.

I, Ella J. Roussel, hereby certify that I am the Secretary of Picciola & Associates, Inc. a corporation created under the laws of the State of Louisiana domiciled in Destrehan, LA; that the foregoing is a true and exact copy of a resolution adopted by a quorum of the Board of Directors of said corporation at a meeting legally called and held on the this 12th day of June, 2023, as said resolution appears of record in the Official Minutes of the Board of Directors in my possession.

This 12th day of June, 2023.



SECRETARY

2023-0158

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

ORDINANCE NO. 23-7-6

An ordinance approving and authorizing the execution of a Professional Services Agreement with Shread-Kuyrkendall & Associates, Inc., to perform engineering services for the Engineers and Good Hope Canals Pipeline Location Investigation (Project No. P230402), in the lump sum amount of \$112,315.00.

WHEREAS, St. Charles Parish desires to investigate the depth, size, type and any other pertinent properties of existing pipelines that are currently located beneath the Engineers and Good Hope Canals in Norco; and,

WHEREAS, there are 19 pipelines in the area that need to be investigated via use of Subsurface Utility Engineering (SUE) and topographic survey; and,

WHEREAS, data gathered on the pipelines will aid the Parish in determining the most efficient way to increase storm water flow to Bayou Trepagnier drainage pump station; and,

WHEREAS, the Professional Services Agreement between St. Charles Parish and Shread-Kuyrkendall & Associates, Inc. describes the details of the proposed services and compensation.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Professional Services Agreement between St. Charles Parish and Shread-Kuyrkendall & Associates, Inc., to perform engineering services as required by the Department of Public Works for the Engineers and Good Hope Canals Pipeline Investigation (Project No. P230402), in the lump sum amount of \$112,315.00, 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: BILLINGS, FONSECA, DARENSBOURG GORDON, CLULEE, GIBBS, DUFRENE, BELLOCK

NAYS: NONE

ABSENT: FISHER, FISHER-CORMIER

And the ordinance was declared adopted this 10th day of July, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Buck Billings

SECRETARY: Michelle Spastato

DLVD/PARISH PRESIDENT: July 11, 2023

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell

RETD/SECRETARY: July 11, 2023

AT: 3:05pm RECD BY: [Signature]

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and effective as of the ____ day of _____, 2023 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 SHREAD-KUYRKENDALL & ASSOCIATES, INC., a corporation and/or limited liability company acting herein by and through its Contracting Officer, hereinafter called CONSULTANT, duly authorized by corporate resolution or certificate of authority attached hereto and made a part hereof. Whereas the Owner desires to employ a professional consulting firm to perform consulting work and services for ENGINEERS AND GOOD HOPE CANALS PIPELINE LOCATION INVESTIGATION Project No. P230402 as described in Ordinance No. 23-7-6 which is attached hereto and made a part hereof.

1.0 GENERAL TERMS

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

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

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

2.0 PROJECT

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

ENGINEERS AND GOOD HOPE CANALS PIPELINE LOCATION
INVESTIGATION
Project No. P230402

- 2.2 The Project consists 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 are as defined in Attachment "A".

4.0 OWNERSHIP OF DOCUMENTS

- 4.1 Documents including but not limited to plans, specifications, maps, basic survey notes, sketches, charts, computations and all other data prepared or obtained under the terms of this authorization shall become the property of the Owner and shall be

made available for Owner's inspection at any time during the Project and, shall be delivered to the Owner prior to termination or final completion of the Contract.

- 4.2 Consultant may retain a set of documents for its files.
- 4.3 Reuse of Documents. Any reuse of documents or materials without written authorization or adaptation by Consultant to the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates, subcontractors, and consultants.
- 4.4 No materials, to include but not limited to reports, maps or other documents produced as a result of this Contract, in whole or in part, shall be available to Consultant for copyright purposes. Any such materials produced as a result of this Contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner, and the Owner shall be sole and exclusive entity who may exercise such rights.

5.0 SUPPLEMENTARY SERVICES

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

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

Such supplementary services may include the following:

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

6.0 DEFECTIVE WORK

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

7.0 NOTICE TO PROCEED

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

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

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

8.0 PAYMENTS

- 8.1 Owner shall pay Consultant for the performance of work and services as outlined in Attachment "C" to this Agreement.
- 8.2 Payment for Consultant work and services on projects that do not require construction services, such as feasibility studies or drainage studies, shall be made based upon Consultant's estimate of the proportion of the services actually completed at the time of billing and shall be made in partial payments at monthly intervals.
- 8.3 If the Project, or any portion thereof, is not completed for any reason, the final fee for consulting work and services shall be negotiated between Owner and Contractor. If the final fee for work and services is not mutually agreed upon, either party may elect in writing to submit the dispute to mediation. If mediation is not mutually agreed upon, written notice will be submitted to the other party of the intent to submit the dispute to the 29th Judicial District Court of St. Charles Parish, State of Louisiana.
- 8.4 If authorized in writing by Owner, for the performance of, or for obtaining from others Additional Services which are not considered normal or customary consulting, the Owner shall pay Consultant based on monthly invoices submitted by the Consultant, within sixty (60) days of receipt of Consultant's invoice.

Consultant shall provide written notice to Owner when no services or work have been performed during a given month.

- 8.5 For Additional Authorized Services provided by the Consultant such as, but not limited to, wetlands permitting, land and right-of-way acquisition, surveying, NPDES and LADEQ permit renewal or acquisition work, etc. Owner shall pay Consultant based on an agreed upon hourly rate(s) between the Owner and Consultant. Payment shall be not-to-exceed based on hourly rates and actual hours worked.
- 8.6 The following documentation shall be required for payment to Consultant and shall be attached to the monthly invoice.
- a. A copy of the Owner's written authorization to perform the service.
 - b. Timesheets for all hours invoiced.
 - c. Invoice copies, logs or other substantiation of non-salary expenses.
- 8.7 For Additional Authorized Services that Consultant acquires from subcontractors and/or subconsultants, Owner shall pay Consultant a fixed sum previously agreed upon by Owner and Consultant, such sum to be established in each case when the scope of the work involved has been determined and before any of the Additional Services are provided. The use of subcontractors and/or subconsultants shall be subject to the provisions set forth in this Agreement. The following documentation shall be required for payment to Consultant and shall be attached to the monthly invoice:
- a. A copy of the Owner's written consent for the subcontractor and/or subconsultant to perform the service stating the Owner's and Consultant's agreed upon fixed sum established for the service performed.
 - b. Evidence that the subcontractor and/or subconsultant is insured as required by this Agreement.
- 8.8 For Supplementary Services described in Section 5, Owner shall pay Consultant for the fee negotiated at the time the work is assigned by the method stipulated in the contract amendment.

9.0 BUDGET LIMITATIONS

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

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

If no bid is received within the budget limitation and a redesign of the project is required by the Owner, such redesign shall be accomplished by the Consultant at no additional cost to the Owner, provided, however, if the receipt of bids is, 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 INSURANCE

- 12.1 The Consultant shall secure and maintain at his expense such insurance that will protect him and the Owner, from claims under Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from

performance of services under this Agreement. Insurance for bodily injury or death shall be in the unencumbered amount of \$1,000,000.00 for one person and not less than \$1,000,000.00 for all injuries and/or deaths resulting from any one occurrence. The insurance for property damage shall be in the unencumbered amount of \$1,000,000.00 for each accident and not less than \$1,000,000.00 aggregate.

- 12.2 The Consultant shall also secure and maintain at his expense professional liability insurance in the unencumbered sum of \$1,000,000.00.
- 12.3 All certificates of insurance SHALL BE FURNISHED TO THE OWNER and shall provide that insurance shall not be cancelled without ten (10) days prior written notice to the Owner. The Owner may examine the policies.
- 12.4 Consultant shall include all subcontractors and/or subconsultants as insured under its policies or shall furnish separate certificates for each. All coverages for subcontractors and/or subconsultants shall be subject to all the requirements stated herein.
- 12.5 Contractor shall secure and maintain at his expense Comprehensive Automobile Liability - Bodily Injury Liability \$1,000,000 each person: \$1,000,000 each occurrence. Property Damage Liability \$1,000,000 each occurrence. The Comprehensive Automobile Liability policy must have coverage for loading and unloading and must include owned, hired and leased autos.
- 12.6 St Charles Parish shall be named as an additional insured on general liability insurance policies.
- 12.7 For all purposes under Louisiana law, the principals of this Contract shall be recognized as the statutory employer of all contract employees as provided in LSA-R.S. 23:1061.
- 12.8 Insurance policies shall be endorsed to provide for a waiver of subrogation in favor of St. Charles Parish for worker's compensation policies. The certificate of insurance shall reference the waiver of subrogation endorsement.
- 12.9 The Worker's Compensation Policy Territory Coverage must include Louisiana.

13.0 INDEMNIFICATION

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

14.0 WARRANTY

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

15.0 EXCLUSIVE JURISDICTION AND VENUE

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

16.0 COMPLIANCE WITH FEDERAL AND STATE LAWS

CONSULTANT further agrees to comply with federal and state laws.

17.0 OTHER

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

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

WITNESSES:

Kathy Manzey

Billy Raymond

ST. CHARLES PARISH

Matthew Jewell

By: Matthew Jewell
Parish President

7/11/23

Date:

WITNESSES:

SHREAD-KUYRKENDALL &
ASSOCIATES, INC.

By: Richard R. Shread, P.E., P.L.S.
Principal In Charge

Date:

ATTACHMENT "A"
PROJECT SCOPE

ENGINEERS AND GOOD HOPE CANALS PIPELINE LOCATION INVESTIGATION
Project No. (P230402)

The Scope of Work is as follows:

The project involves investigating the depth, size, type and other pertinent properties of 19 existing pipelines that are currently located beneath the Engineers and Good Hope Canals in Norco.

BASIC SERVICES

A. SUBSURFACE UTILITY ENGINEERING (SUE) PHASE

Upon written authorization from OWNER, CONSULTANT shall complete the SUE work as detailed below.

a. Quality Level D Services

1. Locate and contact utility owners that may have facilities on or be affected by the project.
2. Request documentation on utility facilities from applicable utility owners and document responses.
3. Gathered information will be used as an aid in the identification of the number of utilities, identity, size, and material composition of utilities, but they will not be used as a substitute for actual geophysical location.
4. Copies of all documentation provided to OWNER upon request.

b. Quality Level C Services (Inclusive of Level D Services)

1. Identify existing utility surface features collected within the topographic survey and review for accuracy and completeness.
2. Correlate the applicable utility records to the surveyed features and determine when records and features do not agree and use professional judgement to resolve any discrepancies.

c. Quality Level B Services (Inclusive of Level C Services)

1. Designate and mark underground pipelines within the project limits using an appropriate suite of geophysical equipment.

2. Mark underground pipelines at a maximum of 50-foot intervals and at all changes in direction.
 3. Facilities where an inductive tone may not be achieved, may be able to be located using ground penetrating radar (GPR) or an acoustic locator and will be marked as Quality Level B in these areas. When these methods are not effective, these facilities will be marked as Quality Level D or Quality Level C depending on the available information.
 4. Subaqueous crossings greater than 50 feet may be designated as Quality Level D or Quality Level C depending on the available information.
 5. Use of standard search protocol, using electromagnetic and GPR technologies to conduct sweeps within the project area in an attempt to determine the existence and approximate location of undocumented, abandoned, inactive, or otherwise unknown utilities.
 6. Label each utility run as noted on the field sketch and use for assisting the surveyor and for quality control purposes.
 7. Provide approximate electronic depth readings for each utility found, when available.
 8. Investigation/designation of all other utilities will not be included.
 9. Deliverables:
 - 1) One copy of the signed and sealed SUE plan set in hard copy/PDF format, depicting the location and description of all designated and surveyed utility information. This hard copy/PDF will be on 11" x 17" paper and have a base map provided by the OWNER or aerial background, utilities the OWNER's required sheet layout if provided.
 - 2) Provide a corresponding electronic file representing the SUE plan set in the preferred format of the OWNER (AutoCAD, Microstation, etc.). The signed hard copy/PDF SUE plan set shall stand as the official record of the CONSULTANT's work for this project.
- d. Quality Level A Services (Inclusive of Level B Services)
1. Determine the exact location and elevation of critical utilities which may conflict with the proposed construction or design as determined by the OWNER.
 2. Perform up to thirty-four (34) Test Holes on pipelines crossing each canal, as requested by the OWNER. Each test hold will be performed at the closest accessible location to the drainage canals. Due to the unexpected depth of the pipeline test holes, the production rate per day is anticipated to be no more than

2 test holes per day. Vacuum Excavation will be performed utilizing non-destructive air-and/or water-assisted excavation equipment to expose the utilities at specific points which are then tied down by survey.

3. Excavation of Test Holes:

- 1) Clear the Test Hole area of surface debris.
- 2) Excavate the Test Hole. The nominal diameter of the Test Hole shall not exceed 15 inches (375 millimeters) unless otherwise approved.
- 3) Expose the utility only to the extent required for identification and data collection purposes.
- 4) Avoid damage to lines, wrappings, coatings, cathodic protection or other protective coverings and features.
- 5) Hand-dig as needed to supplement excavation and to ensure safety.
- 6) Revise the Test Hole location as necessary to positively expose the utility.
- 7) Store excavated material for re-use or disposal at an approved location near the project, as appropriate.

4. Collection, Recording, and Presentation of Data: Measure and or/record the following information on an appropriately formatted Test Hole data sheet that will subsequently be sealed and dated by the CONSULTANT.

- 1) Difference in elevation of top and/or bottom of the utility and the above ground mark to a vertical accuracy of +/- 0.05 feet (15 millimeters).
- 2) Field sketch showing horizontal location referenced to a minimum of two (2) swing ties to physical structures existing in the field.
- 3) Approximate centerline bearing of utility line.
- 4) Outside diameter of pipe, width of duct banks, and configuration of multi-conduit systems, when reasonably ascertainable.
- 5) Utility structure material composition, when reasonably ascertainable.
- 6) Other pertinent information as is reasonable ascertainable from test hole, such as utility owner.

5. Site Restoration:

- 1) Replace bedding material around exposed utility lines.
- 2) Backfill and compact the excavation in a manner acceptable to OWNER. Re-use excavated material with appropriate compaction.
- 3) As applicable, provide permanent pavement restoration within the limits of the original cut using materials, compaction, and pavement thickness similar or equal to that found.
- 4) For excavations in unpaved areas, restore disturbed area as nearly as practicable to pre-existing conditions.
- 5) Furnish and install permanent surface marker (e.g., P.K. nail, peg, steel pin or hub) directly above the centerline of the utility.

6. Information gathered by the CONSULTANT will be shown on a Test Hole data sheet and on the drawings provided. The x, y, z of the Test Hole location and the Test Hole number will be shown on the drawings. If the utilities are over 10 feet deep, they may not be found using the non-destructive vacuum excavation techniques for Test Holes.
7. Deliverables:
 - 1) All Test Holes will be shown on the deliverable drawing, and CONSULTANT will provide signed and sealed individual test hole data forms detailing all pertinent utility information for all test holes completed.

B. SURVEY

A Licensed Professional Surveyor shall complete the survey work as outlined below. 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 use 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

ATTACHMENT "B"
PROJECT SCHEDULE

ENGINEERS AND GOOD HOPE CANALS PIPELINE LOCATION INVESTIGATION
Project No. (P230402)

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

	<u>Number of Days to Complete</u>
Subsurface Utility Engineering	90
Topographic Survey	45
Final Deliverables	30

Time for Completion

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

ATTACHMENT "C"
PROJECT COMPENSATION

ENGINEERS AND GOOD HOPE CANALS PIPELINE LOCATION INVESTIGATION
Project No. (P230402)

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 \$112,315.00 based on the following estimated distribution of compensation:
 1. Subsurface Utility Engineering (SUE) Quality Level A-17 Days
\$54,400.00
 2. SUE Quality Level B-5 Days
\$13,000.00
 3. Shread-Kuyrkendall & Associates, Inc. (SKA) SUE Administration, Survey and Deliverable Work
\$44,915.00
- 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, plus CONSULTANT's SUBCONSULTANT's charges.

CORPORATE RESOLUTION

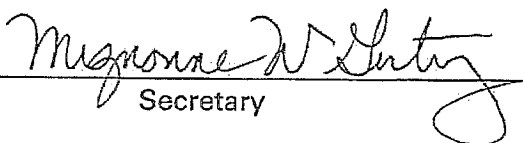
A meeting of the Board of Directors of Shread-Kuyrkendall & Associates, Inc., a Corporation organized under the laws of the State of Louisiana and domiciled East Baton Rouge Parish was held this 8th day of June, 2023 and was attended by a quorum of the member of the Board of Directors.

The following resolution was offered, duly seconded and, after discussion, was unanimously adopted by said quorum:

BE IT RESOLVED, that Richard R. Shread is hereby authorized to execute contracts and/or agreements on behalf of this corporation with the Parish of St. Charles.

BE IT FURTHER RESOLVED, that said authorization and appointment shall remain in full force and effect, unless revoked by resolution of this Board of Directors and that said revocation will not take effect until the purchasing Agent of the Parish of St. Charles shall have been furnished a copy of said resolution, duly certified.

I, Mignonne W. Gutierrez, hereby certify that I am the Secretary of Shread-Kuyrkendall & Associates, Inc. a corporation created under the laws of the State of Louisiana domiciled in East Baton Rouge Parish; that the foregoing is a true and exact copy of a resolution adopted by a quorum of the Board of Directors of said corporation at a meeting legally called and held on the 8th day of June, 2023, as said resolution appears of record in the Official minutes of the Board of Directors in my possession. This 8th day of June, 2023.


Secretary

2023-0159

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

ORDINANCE NO. 23-7-7

An ordinance approving and authorizing the execution of a Professional Services Agreement with Bryant Hammett & Associates, LLC, to perform surveying services for the Texaco Road Survey (Project No. P230601), in the lump sum amount of \$41,640.00.

WHEREAS, St. Charles Parish desires to survey Texaco Road from Lakewood Pump Station (northern limit) to Cousins Pump Station (southern limit); and,

WHEREAS, the survey will encompass cross sections of the road and Cousins Canal as well as the box culvert underneath Texaco Road approximately 400 feet north of Cousins Pump Station; and,

WHEREAS, the survey will provide preliminary information for design of the road cross section and strengthening of the canal bank; and,

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

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Professional Services Agreement between St. Charles Parish and Bryant Hammett & Associates, LLC, to perform surveying services as required by the Department of Public Works for the Texaco Road Survey (Project No. P230601), in the lump sum amount of \$41,640.00, 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: BILLINGS, FONSECA, DARENSBOURG GORDON, CLULEE, GIBBS,
DUFRENE, BELLOCK
NAYS: NONE
ABSENT: FISHER, FISHER-CORMIER

And the ordinance was declared adopted this 10th day of July, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Billings
SECRETARY: Michelle Spataro
DLVD/PARISH PRESIDENT: July 11, 2023
APPROVED: DISAPPROVED:

PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: July 11, 2023
AT: 3:05pm RECD BY: [Signature]

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and effective as of the ____ day of _____, 2023 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 BRYANT HAMMETT & ASSOCIATES, LLC, a corporation and/or limited liability company acting herein by and through its Contracting Officer, hereinafter called CONSULTANT, duly authorized by corporate resolution or certificate of authority attached hereto and made a part hereof. Whereas the Owner desires to employ a professional consulting firm to perform consulting work and services for TEXACO ROAD SURVEY Project No. P230601 as described in Ordinance No. 23-7-7 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:

TEXACO ROAD SURVEY
Project No. P230601

2.2 The Project consists 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 are as defined in Attachment "A".

4.0 OWNERSHIP OF DOCUMENTS

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

- 4.2 Consultant may retain a set of documents for its files.
- 4.3 Reuse of Documents. Any reuse of documents or materials without written authorization or adaptation by Consultant to the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates, subcontractors, and consultants.
- 4.4 No materials, to include but not limited to reports, maps or other documents produced as a result of this Contract, in whole or in part, shall be available to Consultant for copyright purposes. Any such materials produced as a result of this Contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner, and the Owner shall be sole and exclusive entity who may exercise such rights.

5.0 SUPPLEMENTARY SERVICES

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

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

Such supplementary services may include the following:

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

6.0 DEFECTIVE WORK

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

7.0 NOTICE TO PROCEED

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

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

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

8.0 PAYMENTS

- 8.1 Owner shall pay Consultant for the performance of work and services as outlined in Attachment "C" to this Agreement.
- 8.2 Payment for Consultant work and services on projects that do not require construction services, such as feasibility studies or drainage studies, shall be made based upon Consultant's estimate of the proportion of the services actually completed at the time of billing and shall be made in partial payments at monthly intervals.
- 8.3 If the Project, or any portion thereof, is not completed for any reason, the final fee for consulting work and services shall be negotiated between Owner and Contractor. If the final fee for work and services is not mutually agreed upon, either party may elect in writing to submit the dispute to mediation. If mediation is not mutually agreed upon, written notice will be submitted to the other party of the intent to submit the dispute to the 29th Judicial District Court of St. Charles Parish, State of Louisiana.
- 8.4 If authorized in writing by Owner, for the performance of, or for obtaining from others Additional Services which are not considered normal or customary consulting, the Owner shall pay Consultant based on monthly invoices submitted by the Consultant, within sixty (60) days of receipt of Consultant's invoice. Consultant shall provide written notice to Owner when no services or work have been performed during a given month.

- 8.5 For Additional Authorized Services provided by the Consultant such as, but not limited to, wetlands permitting, land and right-of-way acquisition, surveying, NPDES and LADEQ permit renewal or acquisition work, etc. Owner shall pay Consultant based on an agreed upon hourly rate(s) between the Owner and Consultant. Payment shall be not-to-exceed based on hourly rates and actual hours worked.
- 8.6 The following documentation shall be required for payment to Consultant and shall be attached to the monthly invoice.
- a. A copy of the Owner's written authorization to perform the service.
 - b. Timesheets for all hours invoiced.
 - c. Invoice copies, logs or other substantiation of non-salary expenses.
- 8.7 For Additional Authorized Services that Consultant acquires from subcontractors and/or subconsultants, Owner shall pay Consultant a fixed sum previously agreed upon by Owner and Consultant, such sum to be established in each case when the scope of the work involved has been determined and before any of the Additional Services are provided. The use of subcontractors and/or subconsultants shall be subject to the provisions set forth in this Agreement. The following documentation shall be required for payment to Consultant and shall be attached to the monthly invoice:
- a. A copy of the Owner's written consent for the subcontractor and/or subconsultant to perform the service stating the Owner's and Consultant's agreed upon fixed sum established for the service performed.
 - b. Evidence that the subcontractor and/or subconsultant is insured as required by this Agreement.
- 8.8 For Supplementary Services described in Section 5, Owner shall pay Consultant for the fee negotiated at the time the work is assigned by the method stipulated in the contract amendment.

9.0 BUDGET LIMITATIONS

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

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

If no bid is received within the budget limitation and a redesign of the project is required by the Owner, such redesign shall be accomplished by the Consultant at no additional cost to the Owner, provided, however, if the receipt of bids is, 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 INSURANCE

- 12.1 The Consultant shall secure and maintain at his expense such insurance that will protect him and the Owner, from claims under Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from performance of services under this Agreement. Insurance for bodily injury or death

shall be in the unencumbered amount of \$1,000,000.00 for one person and not less than \$1,000,000.00 for all injuries and/or deaths resulting from any one occurrence. The insurance for property damage shall be in the unencumbered amount of \$1,000,000.00 for each accident and not less than \$1,000,000.00 aggregate.

- 12.2 The Consultant shall also secure and maintain at his expense professional liability insurance in the unencumbered sum of \$1,000,000.00.
- 12.3 All certificates of insurance SHALL BE FURNISHED TO THE OWNER and shall provide that insurance shall not be cancelled without ten (10) days prior written notice to the Owner. The Owner may examine the policies.
- 12.4 Consultant shall include all subcontractors and/or subconsultants as insured under its policies or shall furnish separate certificates for each. All coverages for subcontractors and/or subconsultants shall be subject to all the requirements stated herein.
- 12.5 Contractor shall secure and maintain at his expense Comprehensive Automobile Liability - Bodily Injury Liability \$1,000,000 each person: \$1,000,000 each occurrence. Property Damage Liability \$1,000,000 each occurrence. The Comprehensive Automobile Liability policy must have coverage for loading and unloading and must include owned, hired and leased autos.
- 12.6 St Charles Parish shall be named as an additional insured on general liability insurance policies.
- 12.7 For all purposes under Louisiana law, the principals of this Contract shall be recognized as the statutory employer of all contract employees as provided in LSA-R.S. 23:1061.
- 12.8 Insurance policies shall be endorsed to provide for a waiver of subrogation in favor of St. Charles Parish for worker's compensation policies. The certificate of insurance shall reference the waiver of subrogation endorsement.
- 12.9 The Worker's Compensation Policy Territory Coverage must include Louisiana.

13.0 INDEMNIFICATION

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

14.0 WARRANTY

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

15.0 EXCLUSIVE JURISDICTION AND VENUE

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

16.0 COMPLIANCE WITH FEDERAL AND STATE LAWS

CONSULTANT further agrees to comply with federal and state laws.

17.0 OTHER

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

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

WITNESSES:

Kary Monroy

Billy Raymond

WITNESSES:

ST. CHARLES PARISH

Matthew Jewell

By: Matthew Jewell
Parish President

7-11-23

Date:

BRYANT HAMMETT & ASSOCIATES,
LLC

By: Bryant O. Hammett, Jr., P.E., P.L.S.
Owner/Manager

Date:

ATTACHMENT "A"
PROJECT SCOPE

TEXACO ROAD SURVEY
Project No. (P230601)

The Scope of Work is as follows:

Prepare a topographic survey of Texaco Road and Cousins Canal from Lakewood Pump Station (northern limit) to Cousins Pump Station (southern limit), approximately 5,800 feet. The survey should also include the box culvert underneath Texaco Road that enters Cousins Canal from the east approximately 400 feet north of Cousins Pump Station. The limits of the survey will extend from 30 feet east of Texaco Road, across Cousins Canal, to approximately 10 feet west of the top bank (where accessible).

SURVEY

Work shall be done by a Licensed Professional Surveyor. 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 use 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

ATTACHMENT "B"
PROJECT SCHEDULE

TEXACO ROAD SURVEY
Project No. (P230601)

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

	<u>Number of Days to Complete</u>
Survey Phase	90

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"
PROJECT COMPENSATION

TEXACO ROAD SURVEY
Project No. (P230601)

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

- a. The total compensation for Survey services is to be \$41,640.00.
- a. 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.
- b. The amounts billed by CONSULTANT constitute full and complete compensation for CONSULTANT's services, including labor costs, overhead, and profit.

CORPORATE RESOLUTION

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF
Bryant Hammett & Associates, LLC
INCORPORATED.

AT THE MEETING OF DIRECTORS OF Bryant Hammett & Associates
INCORPORATED, DULY NOTICED AND HELD ON May 31, 2023,
A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED. IT WAS:

RESOLVED THAT Bryant O. Hammett, Jr, BE AND IS HEREBY APPOINTED, CONSTITUTED AND DESIGNATED AS AGENT AND ATTORNEY-IN-FACT OF THE CORPORATION WITH FULL POWER AND AUTHORITY TO ACT ON BEHALF OF THIS CORPORATION IN ALL NEGOTIATIONS, BIDDING, CONCERNS AND TRANSACTIONS WITH THE PARISH OF ST. CHARLES OR ANY OF ITS AGENCIES, DEPARTMENTS, EMPLOYEES OR AGENTS, INCLUDING BUT NOT LIMITED TO, THE EXECUTION OF ALL PROPOSALS, PAPERS, DOCUMENTS, AFFIDAVITS, BONDS, SURETIES, CONTRACTS AND ACTS AND TO RECEIVE ALL PURCHASE ORDERS AND NOTICES ISSUED PURSUANT TO THE PROVISIONS OF ANY SUCH PROPOSAL OR CONTRACT, THIS CORPORATION HEREBY RATIFYING, APPROVING, CONFIRMING, AND ACCEPTING EACH AND EVERY SUCH ACT PERFORMED BY SAID AGENT AND ATTORNEY-IN-FACT.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE AND CORRECT COPY OF AN EXCERPT OF THE MINUTES OF THE ABOVE DATED MEETING OF THE BOARD OF DIRECTORS OF SAID CORPORATION, AND THE SAME HAS NOT BEEN REVOKED OR RESCINDED.



OWNER/MANAGER

06/13/2023

DATE

2023-0160

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

ORDINANCE NO. 23-7-8

An ordinance approving and authorizing the execution of a Professional Services Agreement with Principal Engineering, Inc., to perform engineering services for a US 61 Canal Improvements (Project No. P230602), in the not to exceed amount of \$48,656.25.

WHEREAS, St. Charles Parish desires to permit the revised drainage patterns in the Montz watershed, as previously completed under the East Bank Master Drainage Plan with Principal Engineering, Inc.; and,

WHEREAS, Principal Engineering, Inc. has been tasked with assisting with the Coastal Use Permit (CUP) process which involves completing permit drawings and communicating with the Louisiana Coastal Protection and Restoration Authority (CPRA) as necessary; and,

WHEREAS, upon approval of the initial design by the permitting agency, Principal Engineering, Inc. has been tasked with developing a full design with construction plans to be bid under the Montz Pump Station No. 2 project; and,

WHEREAS, the Professional Services Agreement between St. Charles Parish and Principal Engineering, Inc., describes the details of the proposed services and compensation.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Professional Services Agreement between St. Charles Parish and Principal Engineering, Inc., to perform engineering services as required by the Department of Public Works, for the US 61 Canal Improvements (Project No. P230602), in the not to exceed amount of \$48,656.25, 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: BILLINGS, FONSECA, DARENSBOURG GORDON, CLULEE, GIBBS, DUFRENE, BELLOCK
- NAYS: NONE
- ABSENT: FISHER, FISHER-CORMIER

And the ordinance was declared adopted this 10th day of July, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Billings

SECRETARY: Michelle Dupont

DLVD/PARISH PRESIDENT: July 11, 2023

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell

RETD/SECRETARY: July 11, 2023

AT: 3:05 pm RECD BY: [Signature]

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and effective as of the ____ day of _____, 2023 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 PRINCIPAL ENGINEERING, INC., a corporation and/or limited liability company acting herein by and through its Contracting Officer, hereinafter called CONSULTANT, duly authorized by corporate resolution or certificate of authority attached hereto and made a part hereof. Whereas the Owner desires to employ a professional consulting firm to perform consulting work and services for US 61 CANAL IMPROVEMENTS Project No. P230602 as described in Ordinance No. 23-7-8 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:

US 61 CANAL IMPROVEMENTS
Project No. P230602

2.2 The Project consists 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

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- 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.
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- 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:

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- 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.

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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

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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 is, 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 INSURANCE

- 12.1 The Consultant shall secure and maintain at his expense such insurance that will protect him and the Owner, from claims under Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from performance of services under this Agreement. Insurance for bodily injury or death

shall be in the unencumbered amount of \$1,000,000.00 for one person and not less than \$1,000,000.00 for all injuries and/or deaths resulting from any one occurrence. The insurance for property damage shall be in the unencumbered amount of \$1,000,000.00 for each accident and not less than \$1,000,000.00 aggregate.

- 12.2 The Consultant shall also secure and maintain at his expense professional liability insurance in the unencumbered sum of \$1,000,000.00.
- 12.3 All certificates of insurance SHALL BE FURNISHED TO THE OWNER and shall provide that insurance shall not be cancelled without ten (10) days prior written notice to the Owner. The Owner may examine the policies.
- 12.4 Consultant shall include all subcontractors and/or subconsultants as insured under its policies or shall furnish separate certificates for each. All coverages for subcontractors and/or subconsultants shall be subject to all the requirements stated herein.
- 12.5 Contractor shall secure and maintain at his expense Comprehensive Automobile Liability - Bodily Injury Liability \$1,000,000 each person: \$1,000,000 each occurrence. Property Damage Liability \$1,000,000 each occurrence. The Comprehensive Automobile Liability policy must have coverage for loading and unloading and must include owned, hired and leased autos.
- 12.6 St Charles Parish shall be named as an additional insured on general liability insurance policies.
- 12.7 For all purposes under Louisiana law, the principals of this Contract shall be recognized as the statutory employer of all contract employees as provided in LSA-R.S. 23:1061.
- 12.8 Insurance policies shall be endorsed to provide for a waiver of subrogation in favor of St. Charles Parish for worker's compensation policies. The certificate of insurance shall reference the waiver of subrogation endorsement.
- 12.9 The Worker's Compensation Policy Territory Coverage must include Louisiana.

13.0 INDEMNIFICATION

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

14.0 WARRANTY

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

15.0 EXCLUSIVE JURISDICTION AND VENUE

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

16.0 COMPLIANCE WITH FEDERAL AND STATE LAWS

CONSULTANT further agrees to comply with federal and state laws.

17.0 OTHER

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

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

WITNESSES:

Karen Morphy

Billy Raymond

ST. CHARLES PARISH

Matthew Jewell

By: Matthew Jewell
Parish President

7-11-23

Date:

WITNESSES:

PRINCIPAL ENGINEERING, INC.

By: Henry I. DiFranco, Jr., P.E.
President

_____ Date:

ATTACHMENT "A"
PROJECT SCOPE

US 61 CANAL IMPROVEMENTS
Project No. (P230602)

The Scope of Work is as follows:

- Complete permit drawings to reflect the revised Montz drainage patterns as completed under the East Bank Master Drainage Plan Amendment No. 2 scope of work
- Assist with the Coastal Use Permit (CUP) process by communicating with involving agencies such as the Louisiana Coastal Protection and Restoration Authority (CPRA)
- Make changes or corrections as necessary to address any comments made from the permitting agencies
- Upon approval of the initial design by the permitting agencies, develop a full design with construction plans to be bid under the Montz Pump Station No. 2 project
- Construction plans shall be consistent with St. Charles Parish requirements

ATTACHMENT "B"
PROJECT SCHEDULE

US 61 CANAL IMPROVEMENTS
Project No. (P230602)

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

	<u>Number of Days to Complete</u>
Permit Drawings & Application Assistance	90
Design and Drawings	90

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"
PROJECT COMPENSATION

US 61 CANAL IMPROVEMENTS
Project No. (P230602)

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 \$48,656.25 based on the following estimated distribution of compensation:
 1. Permit Drawings and Application Assistance \$23,760.00
 2. Design and Drawings \$24,896.25
- a. 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.
- b. 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.
- c. CONSULTANT's Standard Hourly Rates are attached to this Agreement as Attachment C-1.

HOURLY RATES

BILLABLE RATES PER CLASSIFICATION

CLASSIFICATION	BILLABLE RATE
Principal Engineer (Licensed PE)	\$200.00
Engineer IV (Senior - Licensed PE)	\$185.00
Engineer III (Mid - Licensed PE)	\$160.00
Engineer II (Junior - Licensed PE)	\$140.00
Engineer I (Graduate BS/MS Engineer or EI)	\$115.00
Senior Architect (Licensed Architect)	\$155.00
Project Architect (Licensed Architect)	\$140.00
Senior Engineering Tech (AS or Equiv.)	\$115.00
CAD Technician III	\$95.00
CAD Technician II	\$80.00
CAD Technician I	\$65.00
Resident Inspector	\$70.00
Office/Business Manager	\$80.00
Clerical/Administrative	\$55.00
Direct Expenses	Exact Amount
Mileage	\$0.55/mile



"Improving the PRINCIPAL Infrastructure of our World"

CORPORATE RESOLUTION

EXCERPT FROM THE MINUTES OF THE ANNUAL MEETING OF THE SHAREHOLDERS AND BOARD OF DIRECTORS OF PRINCIPAL ENGINEERING, INC.

AT THE ANNUAL MEETING OF THE SHAREHOLDERS AND BOARD OF DIRECTORS OF PRINCIPAL ENGINEERING, INC., DULY NOTICED AND HELD ON DECEMBER 2, 2022 A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED.

IT WAS THEREFORE RESOLVED,

THAT HENRY I. DIFRANCO, JR., PRESIDENT OF PRINCIPAL ENGINEERING, INC.; WHO IS ALSO THE CHAIRMAN, SECRETARY AND TREASURER OF THE BOARD OF DIRECTORS OF PRINCIPAL ENGINEERING, INC., BE AND IS APPOINTED, CONSTITUTED AND DESIGNATED AS AGENT AND ATTORNEY-IN-FACT OF THE CORPORATION WITH FULL POWER AND AUTHORITY TO ACT ON BEHALF OF THIS CORPORATION IN ALL NEGOTIATIONS, BIDDING, CONCERNS AND TRANSACTIONS WITH THE PARISH OF ST. CHARLES OR ANY OF ITS AGENCIES, DEPARTMENTS, EMPLOYEES OR AGENTS, INCLUDING BUT NOT LIMITED TO, THE EXECUTION OF ALL BIDS, PAPERS, DOCUMENTS, AFFIDAVITS, BONDS, SURETIES, CONTRACTS AND ACTS AND TO RECEIVE AND RECEIPT THEREFORE ALL PURCHASE ORDERS AND NOTICES ISSUED PURSUANT TO THE PROVISIONS OF ANY SUCH BID OR CONTRACT, THIS CORPORATION HEREBY RATIFYING, APPROVING, CONFIRMING, AND ACCEPTING EACH AND EVERY SUCH ACT PERFORMED BY SAID AGENT AND ATTORNEY-IN-FACT.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE AND CORRECT COPY OF AN EXCERPT OF THE MINUTES OF THE ABOVE DATED MEETING OF THE BOARD OF DIRECTORS OF SAID CORPORATION, AND THE SAME HAS NOT BEEN REVOKED OR RESCINDED.


PRESIDENT, SECRETARY & TREASURER

June 13, 2023

DATE

2023-0161

INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PARKS AND RECREATION)

ORDINANCE NO. 23-7-9

An ordinance approving and authorizing the execution of a contract with TEH Enterprise, LLC, for construction services for the St. Charles Parish West Bank Spray Park (Project No. WBSP2112) and additional parking located at the Edward Dufresne Community Center in the lump sum amount of \$2,200,000.00.

WHEREAS, Ordinance No. 21-12-7 adopted on December 20, 2021, by the St. Charles Parish Council, approved and authorized the execution of a Professional Services Agreement with Murray Architects Inc, to perform all necessary professional Architectural services for a West Bank Splash Park and additional parking located at the Edward A. Dufresne Community Center; and,

WHEREAS, St. Charles Parish plans to improve the overall experience for our residents when they visit and utilize the Edward A. Dufresne Community Center; and,

WHEREAS, this project will consist of additional parking as well as a Spray Park for the children of our parish to enjoy; and,

WHEREAS, amenities such as a permanent restroom and pavilions along with the beginnings of what will later become a walking path around the property will enhance the overall guest experience; and,

WHEREAS, it is the desire of the Parish Council to approve and authorize this contract.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the bid of TEH Enterprise, LLC, for construction services for the St. Charles Parish West Bank Spray Park (Project No. WBSP2112) is hereby approved and accepted in the amount of \$2,200,000.00.

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: BILLINGS, FONSECA, DARENSBOURG GORDON, CLULEE, GIBBS, DUFRENE, BELLOCK

NAYS: NONE

ABSENT: FISHER, FISHER-CORMIER

And the ordinance was declared adopted this 10th day of July, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Boyd Billings

SECRETARY: Michelle Dupontato

DLVD/PARISH PRESIDENT: July 11, 2023

APPROVED: ✓ DISAPPROVED: _____

PARISH PRESIDENT: Math Jewell

RETD/SECRETARY: July 11, 2023

AT: 3:05pm RECD BY: [Signature]

SECTION 00500

CONTRACT

This agreement entered into this 11th day of July, 20 23, by **TEH Enterprise, LLC**, hereinafter called the "Contractor", whose business address is 757 Central Avenue, Jefferson, LA 70121, and the St. Charles Parish, hereinafter called the "Owner".

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

ARTICLE 1

STATEMENT OF WORK

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

Project Name: St. Charles Parish West Bank Spray Park

Project Number: WBSP2112

1.02 The abovementioned work shall be completed in strict accordance with Contract Documents prepared by: Murray Architects, 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 March 7, 2023, Addenda number(s) One (1), 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 thereby 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: West Bank Spray Park and Parking

ARTICLE 2

ARCHITECT

- 2.01 The Project has been designed by Murray Architects, Inc. who is hereinafter called "Architect" and who will assume all duties and responsibilities and have the rights and authority assigned to Architect 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 210 calendar days from the date stated in the Notice to Proceed.

ARTICLE 4

LIQUIDATED DAMAGES

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

ARTICLE 5

CONTRACT PRICE

- 5.01 The Owner will pay and the Contractor will accept in full consideration for the performance of the Contract the sum of:
- a) (\$2,200,000.00) Two Million Two Hundred Thousand Dollars and Zero Cents based on unit prices specified within this contract document. Contract price is firm and subject only to modification by written Change Order agreed to and signed by both parties and the Architect and approved by the St. Charles Parish Council.

ARTICLE 6

PAYMENT PROCEDURES

- 6.01 Contractor shall submit Applications for Payment to the Architect in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Architect 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 Architect 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 One (1) to One (1) inclusive)
- h) Contract documents bearing the general title "St. Charles Parish West Bank Spray Park " dated March 7, 2023.
- i) Drawings, consisting of a cover sheet dated) March 7, 2023 and the sheets listed on Drawing St. Charles Parish West Bank Spray Park; each sheet bearing the following general title:
- j) General Conditions (Section 00700)
- k) Supplementary Conditions (if applicable for compliance purposes) (Section 0800)

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

ARTICLE 9

MISCELLANEOUS

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

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

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 Architect on their behalf.

OWNER: Parish of St. Charles

By: Matthew Jewell
Matthew Jewell

Title: Parish President

CONTRACTOR:

By: Todd Heidingsfelder
Todd Heidingsfelder

Title: President

ATTEST:

By: Billy Raymond
Title: Deputy CAO

ATTEST:

By: Jeena M. Miller
Title: Administrative Assistant

END OF SECTION

2023-0162

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

ORDINANCE NO. 23-7-10

An ordinance approving and authorizing the execution of an Amendment No. 1 to Ordinance No. 22-6-9 which approved the Professional Services Agreement with Volkert, Inc., to perform engineering services for the Engineers Canal Pump Station Improvements (Project No. P220206), in the not to exceed amount of \$716,508.00.

WHEREAS, Ordinance No. 22-6-9, adopted on June 20, 2022, by the St. Charles Parish Council approved and authorized the execution of a Professional Services Agreement with and Volkert, Inc., to perform planning services for Engineers Canal Pump Station Improvements (Project No. P220206), in the lump sum amount of \$57,266.00; and,

WHEREAS, the initial contract only covered Conceptual Design and Preliminary Surveying fees; and,

WHEREAS, an Amendment No. 1 is necessary to add the fee for design services, consisting of Preliminary Design, Final Design, Bidding Assistance, Construction Administration, and any additional Surveying, Geotechnical and Utility Coordination work necessary to support the design services; and,

WHEREAS, St. Charles Parish and Volkert, Inc., have mutually agreed upon a not to exceed fee of \$716,508.00 to complete the additional work, increasing the total not to exceed fee to \$773,774.00; and,

WHEREAS, the Amendment No. 1 to the Professional Services Agreement between St. Charles Parish and Volkert, Inc., describes the details of the proposed services and compensation.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Amendment No. 1, to the Professional Services Agreement between St. Charles Parish and Volkert, Inc., to perform engineering services for the Engineers Canal Pump Station Improvements (Project No. P220206), in the not to exceed amount of \$716,508.00 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: BILLINGS, FONSECA, DARENSBOURG GORDON, CLULEE, GIBBS,
DUFRENE, BELLOCK
NAYS: NONE
ABSENT: FISHER, FISHER-CORMIER

And the ordinance was declared adopted this 10th day of July, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Billings
SECRETARY: Michelle Dupontato
DLVD/PARISH PRESIDENT: July 11, 2023
APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: July 11, 2023
AT: 3:05pm RECD BY: [Signature]

**AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT FOR
ENGINEERS CANAL PUMP STATION
IMPROVEMENTS**

THIS AMENDMENT NO. 1 is made and entered into on this ____ day of _____, 2023;

BY AND BETWEEN:

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

VOLKERT, INC., represented herein by Jan Evans, P.E., duly authorized by Corporate Resolution attached hereto (hereafter sometimes referred to as "ENGINEER"):

WHEREAS, on June 20, 2022, the St. Charles Parish Council adopted Ordinance No. 22-6-9 authorizing an Agreement between St. Charles Parish and Volkert, Inc. to perform professional design services for Engineers Canal Pump Station Improvements (P220206), in the lump sum amount of \$57,266.00; and,

WHEREAS, the initial contract only covered Conceptual Design and Preliminary Surveying fees; and,

WHEREAS, St. Charles Parish requested Volkert, Inc. to provide a proposal for design services of the project, consisting of Preliminary Design, Final Design, Bidding Assistance, Construction Administration, and any additional Surveying, Geotechnical and Utility Coordination work necessary to support the design services; and,

WHEREAS, St. Charles Parish and Volkert, Inc. have mutually agreed upon a not-to-exceed fee of \$716,508.00 to complete the additional work, which increases the total not to exceed design fee to \$773,774.00.

NOW THEREFORE, be it understood and agreed by the parties hereto amend the contract as follows:

ATTACHMENT "A" PROJECT SCOPE – AMENDMENT NO. 1
Add the verbiage attached to the original Attachment "A".

ATTACHMENT "B" PROJECT SCHEDULE – AMENDMENT NO. 1
Delete the existing attachment and replace with the attached.

ATTACHMENT "C" PROJECT COMPENSATION – AMENDMENT NO. 1
Delete the existing attachment and replace with the attached.

THUS DONE AND SIGNED in the presence of the undersigned competent witnesses, on this _____ day of _____, 2023.

Witnesses:

Loay Morfeey

Billy Raymond

ST. CHARLES PARISH

By: Matthew Jewell

Matthew Jewell
Parish President

Date: 7/11/23

VOLKERT, INC.

By: _____

Jan Evans, P.E.
Vice President

Date: _____

ATTACHMENT "A"
PROJECT SCOPE – AMENDMENT NO. 1

ENGINEERS CANAL PUMP STATION IMPROVEMENTS
Project No. (P220206)

PART 2 – ADDITIONAL SERVICES CONTINUED

E. SUBSURFACE UTILITY ENGINEERING (SUE)

Upon written authorization from OWNER, CONSULTANT shall complete the SUE work as detailed below.

- a. Quality Level D Services
 1. Locate and contact utility owners that may have facilities on or be affected by the project.
 2. Request documentation on utility facilities from applicable utility owners and document responses.
 3. Gathered information will be used as an aid in the identification of the number of utilities, identity, size, and material composition of utilities, but they will not be used as a substitute for actual geophysical location.
 4. Copies of all documentation provided to OWNER upon request.
- b. Quality Level C Services (Inclusive of Level D Services)
 1. Identify existing utility surface features collected within the topographic survey and review for accuracy and completeness.
 2. Correlate the applicable utility records to the surveyed features and determine when records and features do not agree and use professional judgement to resolve any discrepancies.
- c. Quality Level B Services (Inclusive of Level C Services)
 1. Designate and mark underground pipelines within the project limits using an appropriate suite of geophysical equipment.
 2. Mark underground pipelines at a maximum of 50-foot intervals and at all changes in direction.
 3. Facilities where an inductive tone may not be achieved, may be able to be located using ground penetrating radar (GPR) or an acoustic locator and will be marked as Quality Level B in these areas. When these methods are not effective, these facilities will be marked as Quality Level D or Quality Level C depending on the available information.
 4. Subaqueous crossings greater than 50 feet may be designated as Quality Level D or Quality Level C depending on the available information.

5. Use of standard search protocol, using electromagnetic and GPR technologies to conduct sweeps within the project area in an attempt to determine the existence and approximate location of undocumented, abandoned, inactive, or otherwise unknown utilities.
 6. Label each utility run as noted on the field sketch and use for assisting the surveyor and for quality control purposes.
 7. Provide approximate electronic depth readings for each utility found, when available.
 8. Investigation/designation of all other utilities will not be included.
 9. Deliverables:
 - 1) One copy of the signed and sealed SUE plan set in hard copy/PDF format, depicting the location and description of all designated and surveyed utility information. This hard copy/PDF will be on 11" x 17" paper and have a base map provided by the OWNER or aerial background, utilities the OWNER's required sheet layout if provided.
 - 2) Provide a corresponding electronic file representing the SUE plan set in the preferred format of the OWNER (AutoCAD, Microstation, etc.). The signed hard copy/PDF SUE plan set shall stand as the official record of the CONSULTANT's work for this project.
- d. Quality Level A Services (Inclusive of Level B Services)
1. Determine the exact location and elevation of critical utilities which may conflict with the proposed construction or design as determined by the OWNER.
 2. Perform Test Holes on pipelines crossing each canal, as requested by the OWNER. Each test hold will be performed at the closest accessible location to the drainage canals. Due to the unexpected depth of the pipeline test holes, the production rate per day is anticipated to be no more than 2 test holes per day. Vacuum Excavation will be performed utilizing non-destructive air-and/or water-assisted excavation equipment to expose the utilities at specific points which are then tied down by survey.
 3. Excavation of Test Holes:
 - 1) Clear the Test Hole area of surface debris.
 - 2) Excavate the Test Hole. The nominal diameter of the Test Hole shall not exceed 15 inches (375 millimeters) unless otherwise approved.
 - 3) Expose the utility only to the extent required for identification and data collection purposes.
 - 4) Avoid damage to lines, wrappings, coatings, cathodic protection or other protective coverings and features.
 - 5) Hand-dig as needed to supplement excavation and to ensure safety.
 - 6) Revise the Test Hole location as necessary to positively expose the utility.

- 7) Store excavated material for re-use or disposal at an approved location near the project, as appropriate.
4. Collection, Recording, and Presentation of Data: Measure and or/record the following information on an appropriately formatted Test Hole data sheet that will subsequently be sealed and dated by the CONSULTANT.
 - 1) Difference in elevation of top and/or bottom of the utility and the above ground mark to a vertical accuracy of +/- 0.05 feet (15 millimeters).
 - 2) Field sketch showing horizontal location referenced to a minimum of two (2) swing ties to physical structures existing in the field.
 - 3) Approximate centerline bearing of utility line.
 - 4) Outside diameter of pipe, width of duct banks, and configuration of multi-conduit systems, when reasonably ascertainable.
 - 5) Utility structure material composition, when reasonably ascertainable.
 - 6) Other pertinent information as is reasonable ascertainable from test hole, such as utility owner.
 5. Site Restoration:
 - 1) Replace bedding material around exposed utility lines.
 - 2) Backfill and compact the excavation in a manner acceptable to OWNER. Re-use excavated material with appropriate compaction.
 - 3) As applicable, provide permanent pavement restoration within the limits of the original cut using materials, compaction, and pavement thickness similar or equal to that found.
 - 4) For excavations in unpaved areas, restore disturbed area as nearly as practicable to pre-existing conditions.
 - 5) Furnish and install permanent surface marker (e.g., P.K. nail, peg, steel pin or hub) directly above the centerline of the utility.
 6. Information gathered by the CONSULTANT will be shown on a Test Hole data sheet and on the drawings provided. The x, y, z of the Test Hole location and the Test Hole number will be shown on the drawings. If the utilities are over 10 feet deep, they may not be found using the non-destructive vacuum excavation techniques for Test Holes.
 7. Deliverables:
 - 1) All Test Holes will be shown on the deliverable drawing, and CONSULTANT will provide signed and sealed individual test hole data forms detailing all pertinent utility information for all test holes completed.

F. UTILITY COORDINATION

Upon completion of Surveying and Subsurface Utility Engineering (SUE) Services, CONSULTANT shall coordinate with all utilities located within the project limits. The coordination shall consist of:

- Notifying each utility of the proposed work
- Requesting documentation on exact location of the utility to verify surveying and SUE services previously completed
- Requesting a Letter of No Objection (LONO) to complete the proposed project in the vicinity of the utility. The CONSULTANT shall ensure that a LONO is received prior to bidding the project, as well as ensure that the LONO will not expire before or during the initiation of construction.
- Complete any requests from the utility to protect their facilities from damage

Any necessary language or design changes specific to the utilities shall be placed in the construction plans and specifications with all utility contacts listed for reference.

ATTACHMENT "B"
PROJECT SCHEDULE – AMENDMENT NO. 1

ENGINEERS CANAL PUMP STATION IMPROVEMENTS
Project No. (P220206)

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

	<u>Number of Days to Complete</u>
Conceptual Phase	60 (previously completed)
Preliminary Design Phase	90
Final Design Phase	120
Bid Phase	45
Construction Phase	TBD

Time for Completion

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

ENGINEERS CANAL PUMP STATION IMPROVEMENTS
Project No. (P220206)

OWNER shall pay CONSULTANT a Lump Sum amount of \$38,742.00 for the Conceptual Phase portion of the project. This portion of the Work shall be completed and accepted by the OWNER per Attachment A, prior to commencement of Preliminary Design Phase.

- a. The Lump Sum includes compensation for CONSULTANT's services and services of CONSULTANT's SUBCONSULTANTS, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses, and CONSULTANT charges.
- b. Compensation for Conceptual Phase work will be included in the overall Basic Services design fee, as based on a percentage of the estimated construction cost developed during the Conceptual Phase.

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 \$592,020.00 based on the following estimated distribution of compensation:

1. Preliminary Design Phase (30%)	\$ 177,606.00
2. Final Design Phase (40%)	\$ 236,808.00
3. Bid Phase (5%)	\$ 29,601.00
4. Construction Phase (25%)	\$ 148,005.00
- b. CONSULTANT may, with OWNER's consent, alter the distribution of compensation between individual phases of the Work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by OWNER.
- c. The amounts billed for CONSULTANT's services under this Agreement will be based on the cumulative hours charged to the Project during the billing period by each class of CONSULTANT's employees times Standard Hourly Rates for each applicable billing class, plus CONSULTANT's SUBCONSULTANT's charges.
- d. The Standard Hourly Rates charged by CONSULTANT constitute full and complete compensation for CONSULTANT's services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include CONSULTANT's SUBCONSULTANT's charges.

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

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

- a. Surveying \$18,524.00
(previously completed)
- b. Additional Surveying/Subsurface Utility Engineering (SUE) As Needed \$44,716.00
- c. Geotechnical Investigation \$36,696.00
- d. Utility Coordination \$43,076.00

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

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

Attachment C-1

2022 Rate Sheet

Principal	\$365
Supervisor - Other	\$292
Supervisor - Engineer	\$251
Surveyor	\$178
Engineer	\$158
Inspector - Bridge	\$136
Biologist/Wetlands	\$133
Senior Technican	\$122
CADD - Operator	\$115
CADD Technician	\$108
Project Office Manager	\$104
Engineering Intern	\$98
Construction Inspector	\$85
Construction Inspecor- Certified	\$100
Party -Chief	\$84
Adminstratvie	\$77
CADD Drafter	\$65
Rodman	\$51

CORPORATE SECRETARY'S CERTIFICATE OF RESOLUTION

RSA Battle House Tower | Suite 18290
11 N. Water Street | Mobile, AL 36602
251.342.1070



SECRETARY'S CERTIFICATE OF RESOLUTION

I, Landra S. Day, Assistant Secretary of the Board of Volkert, Inc., a corporation organized under the laws of the State of Alabama and authorized to do business in the State of Louisiana, do hereby certify that the Board of Directors of Volkert, Inc. adopted the following Resolution at its annual meeting on March 30, 2023, pursuant to a unanimous vote:

6. **Amended Resolution re Authorization of Certain Officers to Execute Contracts**

RESOLVED, that all prior resolutions of this Board of Directors specifying the Officers of this Corporation having power and authority to execute contracts in the name of this Corporation, for the performance of engineering and related services, be, and the same hereby are, revoked effective this date; and

RESOLVED FURTHER, that each of the Officers hereinafter designated be, and hereby is, authorized, empowered, and directed to enter into, execute and deliver in the name of and on behalf of this Corporation, contracts for the performance of engineering and related services, and all subcontracts in connection therewith in compliance with corporate contract-signing policies and procedures as may from time-to-time be amended, and to take in connection therewith such actions as such officer may deem necessary and proper for the business of this Corporation, without further act or resolution of this Board and without the necessity of the signature of said Officer being attested by the Secretary of this Corporation or any other Officer thereof, provided, however, that the Secretary, and any Assistant Secretary hereof, is hereby authorized and directed to attach the Corporate seal of this Corporation and to attest the signature of any said Officer when requested to do so by said Officer, viz.:

- | | |
|------------------------------|---|
| Thomas A. Hand (Director) | Chairman and Chief Executive Officer |
| Leon M. Barkan (Director) | President and Chief Operating Officer |
| David M. Webber (Director) | Chief Engineer |
| Mark C. McConnell (Director) | Senior Vice President, West Gulf Region |
| Justin Walker | Vice President |
| Jan Evans | Vice President |

In witness whereof, I hereupon set my hand and the seal of this Corporation on this, the 19th day of April, 2023.



Landra S. Day

Landra S. Day
Assistant Secretary

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2023-0163

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

ORDINANCE NO. 23-7-11

An ordinance approving and authorizing the execution of Amendment No. 3 with Principal Engineering, Inc., to perform design services for the East Bank Master Drainage Plan (Project No. P200601), in the amount not to exceed \$569,737.50.

WHEREAS, Ordinance No. 20-7-6 adopted July 6, 2020, by St. Charles Council, approved and authorized the execution of a Professional Services Agreement with Principal Engineering, Inc. for the design of the East Bank Master Drainage Plan (Project No. P200601); and,

WHEREAS, Ordinance No. 21-8-5 adopted August 9, 2021, by St. Charles Council, approved and authorized execution of an Amendment No.1 with Principal Engineering, Inc., for the continued design of the East Bank Master Drainage Plan (Project No. P200601); and,

WHEREAS, Ordinance No. 22-4-6 adopted April 18, 2022, by St. Charles Council, approved and authorized execution of an Amendment No. 2 with Principal Engineering, Inc. to include design work supporting funding requirements for a Louisiana Watershed Initiative (LWI) Grant as well as a revision to the Montz watershed to reflect new drainage patterns, both made a part of the East Bank Master Drainage Plan (Project No. P200601); and,

WHEREAS, Principal Engineering, Inc. has exceeded their fee for the LWI and Montz watershed funding allocated in Amendment No. 2, as well as the fee for the St. Rose and Almedia watersheds, due to increases and changes in scope as directed by St. Charles Parish, and St. Charles Parish intends to compensate Principal Engineering, Inc. for the overrun charges; and,

WHEREAS, Principal Engineering Inc. is prepared to complete the remaining watersheds on the East Bank of St. Charles Parish, listed as Destrehan Plantation, Plantation Business Center, Destrehan West and Destrehan East; and,

WHEREAS, St. Charles Parish and Principal Engineering, Inc. have mutually agreed upon a not to exceed fee of \$569,737.50 to complete the work, which will bring the overall contract value to \$1,836,897.50; and,

WHEREAS, the Amendment No. 3 to the Professional Services Agreement between St. Charles Parish and Principal Engineering, Inc., describes the details of the proposed services and compensation.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Amendment No. 3 attached to and made a part hereof, to the Professional Services Agreement between St. Charles Parish and Principal Engineering, Inc., for the East Bank Master Drainage Plan (Project No. P200601) is hereby approved and accepted in the amount not to exceed \$569,737.50.

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: BILLINGS, FONSECA, DARENSBOURG GORDON, CLULEE, GIBBS,
DUFRENE, BELLOCK
NAYS: NONE
ABSENT: FISHER, FISHER-CORMIER

And the ordinance was declared adopted this 10th day of July, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Billings
SECRETARY: Michelle Dupastato
DLVD/PARISH PRESIDENT: July 11, 2023
APPROVED: ✓ DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: July 11, 2023
AT: 3:05pm RECD BY: [Signature]

**AMENDMENT NO. 3
TO
PROFESSIONAL SERVICES AGREEMENT
FOR EAST BANK MASTER DRAINAGE
PLAN**

THIS AMENDMENT NO. 3 is made and entered into on this ____ day of _____, 2023;

BY AND BETWEEN:

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

PRINCIPAL ENGINEERING, INC. (PRINCIPAL), represented herein by Henry I. DiFranco, Jr., duly authorized by Corporate Resolution attached hereto (hereafter sometimes referred to as “ENGINEER”):

WHEREAS, On July 6, 2020, the St. Charles Parish Council approved Ordinance No. 20-7-6 to authorize an Agreement between St. Charles Parish and Principal Engineering, Inc. for the design of the East Bank Master Drainage Plan (Parish Project No. P200601); and,

WHEREAS, On August 18, 2021, the St. Charles Parish Council approved Ordinance No. 21-8-5 to authorize Amendment No.1 between St. Charles Parish and Principal Engineering, Inc. for the continued design of the East Bank Master Drainage Plan (Parish Project No. P200601); and,

WHEREAS, On April 18, 2022, the St. Charles Parish Council approved Ordinance No. 22-4-6 to authorize Amendment No. 2 between St. Charles Parish and Principal Engineering, Inc. to include the work for a Louisiana Watershed Initiative (LWI) Grant and a modification to the Montz Watershed Drainage Pattern; and,

WHEREAS, Principal Engineering, Inc. has exceeded their fee for the LWI and Montz watershed funding allocated in Amendment No. 2, as well as the fee for the St. Rose and Almedia watersheds, due to increases and changes in scope as directed by St. Charles Parish, and St. Charles Parish intends to compensate Principal Engineering, Inc. for the overrun charges; and,

WHEREAS, St. Charles Parish desires that Principal Engineering, Inc. complete all remaining watersheds (Destrehan Plantation, Plantation Business Center, Destrehan West and Destrehan East) within the scope of the Master Drainage Plan, as well as finalize the scope items added in Amendment No. 2; and,

WHEREAS, St. Charles Parish and Principal Engineering, Inc. have mutually agreed upon a not-to-exceed fee of \$569,737.50 to complete the work.

NOW THEREFORE, be it understood and agreed by the parties hereto amend the contract as follows:

SECTION 8.0 PAYMENTS

Delete subsection 8.1 and replace with the following:

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

Watershed	Original Contract Value	Amendment No. 1	Rebalanced Amount	Amendment No. 2	Amendment No. 3	Final Contract Value
Montz	\$32,360.00		\$50,655.00			\$50,655.00
Norco	\$171,640.00		\$162,893.75			\$162,893.75
New Sarpy	\$163,500.00		\$170,225.00			\$170,225.00
Ormond	\$340,010.00		\$322,175.00			\$322,175.00
St. Rose		\$112,580.00	\$120,363.75		\$36,088.75	\$156,452.50
Dianne Place		\$80,330.00	\$86,280.00			\$86,280.00
Bar None		\$80,330.00	\$81,105.00			\$81,105.00
Turtle Pond		\$125,680.00	\$114,232.50			\$114,232.50
Almedia		\$80,330.00	\$78,830.00		\$35,402.50	\$114,232.50
Destrehan Plantation					\$89,850.00	\$89,850.00
Plantation Business Center					\$89,850.00	\$89,850.00
Destrehan West					\$99,890.00	\$99,890.00
Destrehan East					\$99,890.00	\$99,890.00
LWI Application H&H Study				\$65,000.00	\$2,576.25	\$67,576.25
Montz Watershed Revised Drainage Pattern				\$15,400.00	\$116,190.00	\$131,590.00
TOTALS	\$707,510.00	\$479,250.00		\$80,400.00	\$569,737.50	
OVERALL CONTRACT	\$707,510.00	\$1,186,760.00	\$1,186,760.00	\$1,267,160.00	\$1,836,897.50	\$1,836,897.50

THUS DONE AND SIGNED in the presence of the undersigned competent witnesses, on this _____ day of _____, 2023.

Witnesses:

Karyn Monfey

Billy Raymond

ST. CHARLES PARISH

By: Matthew Jewell
Matthew Jewell
Parish President

Date: 7-11-23

PRINCIPAL ENGINEERING, INC
(PRINCIPAL)

By: _____
Henry I. DiFranco, Jr., P.E.
President

Date: _____

CORPORATE RESOLUTION

EXCERPT FROM THE MINUTES OF THE ANNUAL MEETING OF THE SHAREHOLDERS AND BOARD OF DIRECTORS OF **PRINCIPAL ENGINEERING, INC.**

AT THE ANNUAL MEETING OF THE SHAREHOLDERS AND BOARD OF DIRECTORS OF **PRINCIPAL ENGINEERING, INC.**, DULY NOTICED AND HELD ON **DECEMBER 2, 2022** A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED.

IT WAS THEREFORE RESOLVED,

THAT **HENRY I. DIFRANCO, JR., PRESIDENT OF PRINCIPAL ENGINEERING, INC.; WHO IS ALSO THE CHAIRMAN, SECRETARY AND TREASURER OF THE BOARD OF DIRECTORS OF PRINCIPAL ENGINEERING, INC.**, BE AND IS APPOINTED, CONSTITUTED AND DESIGNATED AS AGENT AND ATTORNEY-IN-FACT OF THE CORPORATION WITH FULL POWER AND AUTHORITY TO ACT ON BEHALF OF THIS CORPORATION IN ALL NEGOTIATIONS, BIDDING, CONCERNS AND TRANSACTIONS WITH THE **PARISH OF ST. CHARLES** OR ANY OF ITS AGENCIES, DEPARTMENTS, EMPLOYEES OR AGENTS, INCLUDING BUT NOT LIMITED TO, THE EXECUTION OF ALL BIDS, PAPERS, DOCUMENTS, AFFIDAVITS, BONDS, SURETIES, CONTRACTS AND ACTS AND TO RECEIVE AND RECEIPT THEREFORE ALL PURCHASE ORDERS AND NOTICES ISSUED PURSUANT TO THE PROVISIONS OF ANY SUCH BID OR CONTRACT, THIS CORPORATION HEREBY RATIFYING, APPROVING, CONFIRMING, AND ACCEPTING EACH AND EVERY SUCH ACT PERFORMED BY SAID AGENT AND ATTORNEY-IN-FACT.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE AND CORRECT COPY OF AN EXCERPT OF THE MINUTES OF THE ABOVE DATED MEETING OF THE BOARD OF DIRECTORS OF SAID CORPORATION, AND THE SAME HAS NOT BEEN REVOKED OR RESCINDED.


PRESIDENT, SECRETARY & TREASURER

June 13, 2023

DATE

2023-0164

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

ORDINANCE NO. 23-7-12

An ordinance to amend the 2023 Consolidated Operating and Capital Budget, Amendment No. 1, to add revenues and transfers totaling \$32,441,531 an addition of accumulated fund balance of \$25,228,515 and expenditures, including transfers, totaling \$56,374,813 for all Governmental Funds for the purpose of adjusting beginning 2023 fund balances across all funds to match ending 2022 Final Budget balances and to re-apply various construction, architectural/engineering, and other fees unexpended in 2022 for Parish projects that were not completed during 2022 and apply them to 2023.

WHEREAS, the 2023 St. Charles Parish Consolidated Operating and Capital Budget was adopted on November 7, 2022 by Ordinance No. 22-11-1; and amended on January 3, 2023 by Executive Order No. 2023-01; February 6, 2023 by Executive Order No. 2023-02; February 6, 2023 by Executive Order No. 2023-03; March 13, 2023 by Executive Order No. 2023-04; March 13, 2023 by Executive Order No. 2023-05; April 24, 2023 by Executive Order No. 2023-06; April 26, 2023 by Executive Order No. 2023-07; May 2, 2023 by Executive Order No. 2023-08; May 3, 2023 by Executive Order No. 2023-09; May 9, 2023 by Executive Order No. 2023-10; and

WHEREAS, the Parish Council has taken under consideration the study of Amendment No. 1 to the St. Charles Parish Consolidated Operating and Capital Budget for fiscal year 2023: to increase beginning General Fund balance by \$1,536,888 and to add Revenues, including Transfers to the General Fund totaling \$9,470,014 as well as expenditures totaling \$10,909,877; to increase the beginning Fund balance in Fund 102 – Parish Transportation by \$752,260 and to increase capital expenditures by \$710,402; to increase beginning Fund balance in Fund 105 –Road Lighting by \$352,908 and to add capital expenditures in the amount of \$940,000; to increase the beginning Fund balance in Fund 112 by \$12,194,758 and to add revenues including transfers totaling \$12,175,252 and expenditures totaling \$23,978,066 , for construction, architectural/engineering and other fees for: Fund 112 - Roads and Drainage – Drainage, Paved Streets - Account No.112-420210 capital expenditures in the amount of \$4,531,674; Fund 112 – Roads and Drainage – Sidewalks, Account No. 112-420230 in the amount of \$1,247,179; Fund 112 – Roads and Drainage Fund – Drainage - Account No. 112-420260 capital expenditures in the amount of \$18,199,153; Fund 102 Parish Transportation expenditures in the amount of \$710,402; Fund 113 – Recreation Fund, a reduction in beginning Fund Balance totaling \$1,421,655, an increase in Revenues totaling \$4,442,020, and an increase in Capital Expenditures totaling \$3,630,916; to increase beginning Fund balance in Fund 123 – Flood Protection Fund – by \$5,017,660 and to add grant revenues totaling \$2,457,065 and total expenditures of \$6,663,624; Fund 310 – West Bank Hurricane Protection Levee an increase in beginning Fund Balance totaling \$4,590,107, and an increase for capital expenditures totaling \$4,590,107; to increase beginning Fund balance in Fund 312 – GOMESA Construction Fund by \$1,965,671 and increase total capital expenditures by \$1,084,701, all as shown by the Revision Schedule; and,

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That in accordance with the provisions of Article V, Sections D, E, and F of the St. Charles Parish Home Rule Charter and with the Louisiana Local Government Budget Act (R.S. 39:1301 et. seq.), the St. Charles Parish Council does hereby amend the 2023 St. Charles Parish Consolidated Operating and Capital Budget, as amended, as per "Exhibit A".

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

YEAS: BILLINGS, FONSECA, DARENSBOURG GORDON, CLULEE, GIBBS,
DUFRENE, BELLOCK
NAYS: NONE
ABSENT: FISHER, FISHER-CORMIER

And the ordinance was declared adopted this 10th day of July, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Butt Billing
SECRETARY: Michelle Spantato
DLVD/PARISH PRESIDENT: July 11, 2023
APPROVED: ✓ DISAPPROVED: _____

PARISH PRESIDENT: Math Jewell
RETD/SECRETARY: July 11, 2023
AT: 3:05 pm RECD BY: [Signature]

**ST. CHARLES PARISH
GOVERNMENTAL FUNDS**

**CONSOLIDATED OPERATING AND CAPITAL BUDGET SUMMARY STATEMENT
FISCAL YEAR ENDING DECEMBER 31, 2023**

Description	2021			2022			2023		
	Prior Year Actual	Original Budget	Last Adopted Budget	Actual Year-to-Date (as of June 30th)	Estimated Remaining for Year	Projected Actual Result at Year End	Last Adopted vs Projected Actual	Proposed Budget	% Change vs Proposed
REVENUES:									
Taxes:									
Ad Valorem taxes	\$ 32,206,050	\$ 28,796,500	\$ 28,796,500	\$ 30,214,038	\$ 110,374	\$ 30,324,412	5.31%	\$ 34,364,000	13.32%
Sales taxes	39,159,413	35,138,694	35,138,694	16,915,787	23,903,278	40,819,065	16.17%	41,065,674	0.60%
Other taxes	1,154,929	1,240,000	1,240,000	267,903	1,170,097	1,438,000	15.97%	1,342,000	-6.68%
Licenses and permits	1,453,330	1,322,850	1,322,850	1,271,849	160,201	1,432,050	8.25%	1,412,250	-1.38%
Intergovernmental revenues	14,312,343	17,178,460	65,038,543	7,133,643	37,118,112	44,251,755	-31.96%	56,872,828	28.52%
Fees, charges, and commissions	970,702	972,050	972,050	319,589	487,093	806,682	-17.01%	899,850	11.55%
Fines and forfeitures	788,033	767,800	767,800	381,009	439,651	820,660	6.88%	763,750	-6.93%
Investment earnings	902,789	857,959	909,104	317,675	733,955	1,051,630	15.68%	948,390	-9.82%
Miscellaneous	1,193,561	1,036,792	1,276,792	606,228	3,406,381	4,012,609	214.27%	1,054,493	-73.72%
Total Revenues	92,141,150	87,311,105	135,462,303	57,427,721	67,529,142	124,956,863		138,723,235	
EXPENDITURES:									
Personal Services	34,941,116	39,363,210	39,602,394	15,286,190	18,735,029	34,021,219	-14.09%	40,744,827	19.76%
Operating Services	40,012,597	19,046,022	25,296,838	10,482,914	14,170,327	24,653,241	-2.54%	19,777,288	-19.78%
Materials & Supplies	6,231,699	5,707,846	5,717,475	2,389,306	3,316,224	5,705,530	-0.21%	6,220,162	9.02%
Other Charges	1,066,466	852,203	852,203	241,797	541,456	783,253	-8.09%	943,538	20.46%
Debt Service	1,486,325	1,487,477	21,810,402	1,540,659	20,596,744	22,137,403	1.50%	2,679,903	-87.89%
Capital Outlay	17,643,539	98,096,556	139,135,377	5,819,534	8,767,689	14,587,223	-89.52%	184,007,266	1161.43%
Intergovernmental	3,950,005	14,382,846	14,382,846	2,152,142	5,144,926	7,297,068	-49.27%	20,690,912	183.55%
Total Expenditures	105,331,747	178,936,160	246,797,535	37,912,542	71,272,395	109,184,937		275,063,896	
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(13,190,597)	(91,625,055)	(111,335,232)	19,515,179	(3,743,253)	15,771,926		(136,340,661)	
OTHER FINANCING SOURCES (USES):									
Transfer in	14,940,351	24,570,543	88,951,500	29,502,505	40,946,237	70,448,742	-20.80%	45,226,331	-35.80%
Transfer out	(17,020,921)	(26,408,043)	(90,789,000)	(29,502,505)	(31,207,824)	(60,710,329)	-33.13%	(46,023,332)	-24.19%
Proceeds from the sale of assets	791,153	80,000	183,527	215,871	23,363	239,234	30.35%	181,000	-24.34%
Compensation for loss/damaged assets	21,780	-	-	-	-	-	0.00%	-	0.00%
Bond Proceeds	-	-	32,056,951	32,056,951	(12,056,951)	20,000,000	0.00%	-	0.00%
Total Other Financing Sources	(1,267,637)	(1,757,500)	30,402,978	32,272,822	(2,295,175)	29,977,647		(616,001)	
Net change in Fund Balance	(14,458,234)	(93,382,555)	(80,932,254)	51,788,001	(6,038,428)	45,749,573		(136,956,662)	
Fund Balance -Beginning	124,956,633	109,660,467	108,846,384			110,508,399		156,257,972	
Fund Balance - Ending	\$ 110,508,399	\$ 16,277,912	\$ 27,914,130			\$ 156,257,972		\$ 19,301,310	

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2023-0169

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

RESOLUTION NO. 6706

A resolution approving and authorizing the execution of an Intergovernmental Agreement between the State of Louisiana through the Coastal Protection and Restoration Authority Board and St. Charles Parish Government regarding the construction of the Montz Pump Station No. 1 (PO-0200) project in Montz.

WHEREAS, the Montz Pump Station No. 1 Project (herein after referred to as project), is being constructed for the purpose of lessening the threat of harm to citizens and damage to property in Saint Charles Parish through the reduction of flooding; and,

WHEREAS, the project is consistent with the Coastal Protection and Restoration Authority (CPRA) 2017 Coastal Master Plan and Fiscal Year 2023 Annual Plan; and,

WHEREAS, the CPRA Fiscal Year 2023 Annual Plan budget allocated \$10,000,000.00 in State Surplus funding to be applied to the project; and,

WHEREAS, the CPRA has prepared the necessary Intergovernmental Agreement to provide funding for the project and it is the desire of the Parish Council to approve said agreement.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby approve and authorize the execution of an Intergovernmental Agreement between the State of Louisiana through the Coastal Protection and Restoration Authority Board and St. Charles Parish for funding to complete the Montz Pump Station No. 1 project.

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

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

YEAS: BILLINGS, FONSECA, DARENSBOURG GORDON, CLULEE, GIBBS, DUFRENE, BELLOCK

NAYS: NONE

ABSENT: FISHER, FISHER-CORMIER

And the resolution was declared adopted this 10th day of July, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Billings

SECRETARY: Michelle Augustato

DLVD/PARISH PRESIDENT: July 11, 2023

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell

RETD/SECRETARY: July 11, 2023

AT: 3:05 pm RECD BY: [Signature]

INTERGOVERNMENTAL AGREEMENT

BETWEEN

STATE OF LOUISIANA,

**THROUGH THE COASTAL PROTECTION AND RESTORATION AUTHORITY
BOARD**

AND

SAINT CHARLES PARISH GOVERNMENT

REGARDING

**CONSTRUCTION OF THE MONTZ PUMP STATION NO. 1 PROJECT
(PO-0200)**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”), is entered into and effective by and between the State of Louisiana through the Coastal Protection and Restoration Authority Board, (hereinafter referred to as the “BOARD”) acting by and through the Chairman of the Board, Kyle R. “Chip” Kline, Jr., and the Saint Charles Parish Government (hereinafter referred to as the “SCPG”) represented by its duly authorized President Matthew Jewell (the BOARD and SCPG are collectively referred to herein as the “Parties”).

WHEREAS, Article VII, Section 14 of the Louisiana Constitution provides, in part, that “(f)or a public purpose, the state and its political subdivisions . . . may engage in cooperative endeavors with each other . . .”; and

WHEREAS, pursuant to La. R.S. 49:214.5.2(A)(1), the Coastal Protection and Restoration Authority Board (the “BOARD”) represents the State of Louisiana’s position relative to the protection, conservation, enhancement, and restoration of the coastal area of the state through oversight of integrated coastal protection projects and programs and at La. R.S. 49:214.5.2(A)(7), the BOARD has the power and authority to enter into any contract with any political subdivision of the state for the study, planning, engineering, design, construction, operation, maintenance, repair, rehabilitation, or replacement of any integrated coastal protection project and to this end, may contract for the acceptance of any grant of money upon the terms and conditions, including any requirement of matching the grants in whole or part, which may be necessary; and

WHEREAS, pursuant to La. R.S. 49:214.6.1, the Coastal Protection and Restoration Authority (“CPRA”) is the implementation and enforcement arm of the BOARD and is directed by the policy set by the BOARD, and pursuant to La. R.S. 49:214.6.2 and La. R.S. 49:214.6.3, CPRA shall administer the programs of the BOARD and shall implement projects relative to the protection, conservation, enhancement, and restoration of the coastal area of the State of Louisiana through oversight of integrated coastal projects and programs consistent with the legislative intent as expressed in La. R.S. 49:214.1; and

WHEREAS, the BOARD directs CPRA to administer and implement the obligations undertaken by the BOARD pursuant to this Agreement and therefore, BOARD and CPRA may also sometimes be referred to as “STATE” collectively herein; and

WHEREAS, the SCPG has the authority of a local political subdivision to enter into agreements with governmental bodies, such as the STATE, for the public welfare, health, safety and good order of its jurisdiction by virtue of the specific authority granted in La. R.S.33:1236) ; and

WHEREAS, the SCPG is authorized under La. R.S. 38:281, et seq., La. R.S. 38:301, and La. Const. Article VI, Part III of the Louisiana Constitution to provide for the

construction and maintenance of levees, levee drainage, flood protection, and hurricane flood protection within the territorial jurisdiction of the SCPG, and all purposes incidental thereto, including on its own behalf or for the areas or the levee districts under its authority; and

WHEREAS, under La. R.S. 38:281 et seq., R.S. 38:301, and La. Const. Article VI, Part III, the construction, maintenance, and care and inspection of levees, and all other things incidental thereto, within the jurisdiction of the numerous levee districts and levee authorities established by Louisiana law shall devolve on the levee districts and levee authorities and the boards of commissioners of the respective levee districts and levee authorities; and

WHEREAS, the Parties desire to enter into this Agreement for the purpose of lessening the threat of harm to citizens and damage to property in Saint Charles Parish through the reduction of flooding, by constructing the Montz Pump Station No. 1 Project (“Project” or “Montz Pump Station No. 1 Project ”); and

WHEREAS, the Project is consistent with the STATE’S 2017 Coastal Master Plan and Fiscal Year 2023 Annual Plan, contingent upon funding being made available to the STATE for the Project; and

WHEREAS, during the construction phase, SCPG will develop a specific operation, maintenance, repair, rehabilitation and replacement (OMRR&R) plan for the Montz Pump Station No. 1 Project; and

WHEREAS, SCPG will be responsible for 100% of the OMRR&R of the Montz Pump Station No. 1 Project, but may enter into cooperative agreements or other sub-agreements in accordance with the Constitution and laws of the State of Louisiana with other local sponsors for the performance of SCPG’s OMRR&R obligations under the agreement; and

WHEREAS, SCPG will be responsible for the Construction Administration, Supervision and Inspection, and Quality Assurance (QA) services, project management support during construction and design engineering services during construction of the Montz Pump Station No. 1 Project; and

WHEREAS, this Agreement will be mutually beneficial to the Parties in the furtherance of their respective statutory purposes, duties, and authorities, and each Party expects to receive a public benefit at least equal to the costs of the responsibilities undertaken pursuant hereto; and

WHEREAS, the BOARD and SCPG, in connection with this Agreement, desire to foster a partnering strategy and a working relationship between the Parties through a mutually developed formal strategy of commitment and communication embodied herein, which creates an environment where trust and teamwork prevent disputes, foster a cooperative bond between the Parties, and to facilitate the successful implementation of the Project as described herein; and

NOW, THEREFORE, in consideration of the Parties’ mutual undertakings herein and the purposes, duties, and authorities granted under La. R.S. 49:214.1 *et seq.*, the constitution and general laws of the State of Louisiana, the Parties hereto do hereby agree as follows:

ARTICLE I
PURPOSE AND IDENTIFICATION

A. Purpose.

The Purpose of this Agreement is to set forth the terms, conditions, and responsibilities to be performed by the SCPG and the STATE in the construction of the Montz Pump Station No. 1 Project, which will reduce the risk of flooding for St. Charles Parish.

B. Identification.

For the purpose of administration, identification and record keeping, State Project Number PO-0200 is assigned to this Project. This number will be used to identify all Project costs.

ARTICLE II
PROJECT DESCRIPTION

The objective of the current phase for the Montz Pump Station No. 1 Project (PO-0200) is to construct the Montz Pump Station No. 1 in an effort to improve forced drainage infrastructure. This pump station will be located along CC Canal adjacent to the CN Railroad and will discharge into the Bonnet Carre Spillway.

The SCPG will perform the following scope of work for the Montz Pump Station No. 1 Project:

1. Retain appropriate engineering services and administer the necessary contracts before and during the construction period;
2. Oversee the construction of the Montz Pump Station No. 1 Project as the Owner;
3. Installation of electric submersible pumps with a total design capacity of 267 cfs;
4. Construction of reinforced structural concrete sump, walls, slabs, and decking superstructure;
5. Modifying LA Hwy 628 to go over the discharge pipes;
6. Installation of concrete footing/mapping, 10' wide concrete driven over discharge pipes at levee crown, electrical control panel with SCADA controls, CMU building to house electrical equipment, diesel driven generator with a 3 day tank, and CMU building to house electrical equipment; and
7. Maintain accurate records.

The SCPG's construction of the Montz Pump Station No. 1 Project will consist of the following:

1. The full scope and Project responsibilities of the work described in this Agreement are provided in Article IV and the scope of work provided as **Attachment A**.

ARTICLE III
PROJECT FUNDING

This Agreement shall be administered as follows:

- A. The STATE shall provide to the SCPG, a maximum of **\$10,000,000.00** for the Construction Phase of the Project from Fiscal Year 2022 State Surplus funds. Any additional funds required for completion of the project, including but not limited to, design, construction administration, safety and inspection, shall be the sole responsibility of the SCPG. The funds available to SCPG for the Construction of the Project is contingent upon receipt of

funding from the Louisiana Legislature. The funding will be provided to the SCPG based upon submittal and approval of invoices and deliverables as set forth more fully in Articles III, IV, and V herein, and in accordance with all other terms and conditions of this Agreement. The Project Budget Estimate is provided as Attachment B. This is intended to be a reasonable cost estimate; actual quantities, hours, and hourly rates shall be billed as incurred not to exceed the maximum Project cost as specified herein.

- B. All funding expended for this Project shall be used for the purposes stated herein, in accordance with constitutional and statutory restrictions on the use of the State Funds for public purposes, and in accordance with all applicable state and federal statutes, laws, rules and regulations. The use of Project funding shall at all times be consistent with sound engineering principles and practices as may be directed and defined by the CPRA Engineering Division. All funding shall be subject to Article XIX entitled, "Fiscal Funding Clause".

ARTICLE IV **SCOPE AND PROJECT RESPONSIBILITY**

A. General Project Tasks

1. The STATE, or its agent, will perform the following:
 - a) Develop the Intergovernmental Agreement with associated terms and conditions including the payment to the SCPG of **\$10,000,000.00** total maximum amount for the Construction Phase of the Project cost.
 - b) Provide funding to SCPG in accordance with the terms and conditions of this Agreement for the Construction Phase of the Project.
 - c) Provide appropriate personnel for consultation as required.
 - d) Provide access to relevant resources required in the performance of the work.
 - e) Review and provide any comments to SCPG on the final (95%) Plans and Specifications.
 - f) Attend pre-bid conference, pre-construction meeting, progress meetings, and final inspection if requested by the SCPG.
 - g) Review any proposed change orders during construction and approve prior to SCPG incurring charges.
 - h) Comply with any applicable provisions as set forth more fully herein.

2. The SCPG, or its agent, will perform the following:
 - (a) Perform the Construction in accordance with the scope of work provided as a deliverable under Article V and the terms and conditions of this Agreement. Engineering and design of the Project shall be in accordance with the CPRA minimum design standards, and accepted sound engineering principles as delineated in the Design Criteria to be developed by SCPG within 30 days of execution of this Agreement, which shall be updated throughout the term of this Agreement.
 - (b) SCPG is responsible for acquiring any and all local, state, and federal permits required for construction and OMRR&R of the project including but not limited to, Letters of No Objection, Coastal Use Permits, and Section 408 permits. SCPG shall submit copies of applicable permits to CPRA prior to initiating a regulated/permitted construction activity.
 - (c) Oversight of contracted work to perform any tasks listed above and in accordance with the following:
 - (i) SCPG shall obtain written approval from the CPRA Project Manager for any Scopes of Work issued by SCPG and associated costs incurred by SCPG to contractors/subcontractors/consultants or other third parties for work pertaining to the Project using the State Surplus Funds. SCPG shall obtain all required approvals prior to the issuance of a Notice to Proceed

(NTP) for such work by SCPG. SCPG shall allow a minimum period of 10 business days for any review and approvals as required herein.

(ii) SCPG shall properly document, organize, and submit all Scope of Work changes to the CPRA Project Manager for review and written approval. SCPG shall obtain all required approvals prior to the issuance of a NTP for such change in Scope of Work by SCPG. SCPG shall allow a minimum period of 10 business days for any review and approvals as required herein. SCPG shall document, detail, and submit all Value Engineering Cost Savings for the Project to the CPRA Project Manager for review and written approval. SCPG shall obtain all required approvals prior to the issuance of a NTP for a change in scope of work by SCPG pertaining to the Value Engineering Cost Savings. SCPG shall allow a minimum period of 15 business days for any review and approvals as required herein.

(iii) SCPG shall provide any design documents to CPRA.

(iv) SCPG will provide to CPRA a monthly report that includes the status of the work performed, funds expended by task, project schedule with percent completion, and tasks or milestones not completed with explanation and the proposed solution to get the project back on schedule.

- (d) Receive, review, approve, and pay invoices from consultants/contractors/subcontractors/vendors on a timely basis and in accordance with this Agreement and all applicable state, federal, and local laws.
- (e) Submit invoices to CPRA for payment. SCPG and its contractor shall certify that the work covered by the application for payment has been performed or completed in accordance with the Scope of Work or Contract Documents, as applicable.
- (f) Provide any progress schedules/work directives as may be necessary to facilitate the Project.
- (g) The SCPG shall adhere to all applicable state and federal funding requirements and guidelines, as well as to all terms and conditions of this Agreement. SCPG's failure to adhere to these requirements may result in withholding payment to SCPG.

3. Land rights:

- a. SCPG understands and agrees that the costs of determining the necessary land rights, easements, rights-of-way, relocations, disposal areas, and servitudes (LERRDS) needed for construction are not eligible for payment under this Agreement and that SCPG will be responsible for determining the manner and method by which they are acquired and will be 100% responsible for any Project cost associated with these efforts.
 - b. SCPG also understands and agrees that SCPG is responsible for 100% of any Project cost associated with acquisition of LERRDS, whether permanent or temporary in nature. SCPG understands and agrees that these costs are not eligible for payment under this Agreement.
- 4. SCPG is responsible for acquiring any and all local, state, and federal permits required for construction of the project including but not limited to, Letters of No Objection, Coastal Use Permits, and Section 408 permits. SCPG shall submit copies of applicable permits to CPRA prior to initiating a regulated/permitted construction activity.
 - 5. Access Roadways – SCPG shall be responsible for the planning, design & construction of any access roads that may be necessary.
 - 6. SCPG will be responsible for the Construction Administration, Safety and Inspection, and QA services, project management support during construction and design engineering services during construction.
 - 7. With regard to the scope of this Agreement, SCPG will be responsible for investigation, study, cleanup, and response determined to be necessary relative to any hazardous, toxic or radioactive waste material, whether regulated by a local government, state government or the Federal Government and for 100% of any Project cost associated with such investigation,

study, cleanup, or response. SCPG understands and agrees that these costs are not eligible for payment under this Agreement.

8. Development of OMRR&R - SCPG shall develop a specific operation and maintenance, repair, rehabilitation and replacement (OMRR&R) plan for the Montz Pump Station No. 1 Project, under which plan SCPG will be responsible for 100% of the OMRR&R for the Project, upon completion of construction.
 - a. The OMRR&R Plan must be approved by CPRA at the completion of construction.
 - b. The OMRR&R plan and the conditions set forth therein shall be incorporated into this Agreement as if written herein and the terms therein shall survive the termination or expiration of this Agreement for any reason. Failure to operate in accordance with the established OMRR&R Plan shall be considered a breach of contract for which CPRA may seek any remedy available under this Agreement or any other law, rule, or regulation.
9. Requests for Payment for Change orders – requests for payment for construction change orders that exceed the original awarded contract amount shall be submitted to CPRA for review and approval in advance of work being performed. Approval of such requests for reimbursement shall be at CPRA’s sole discretion.
10. Engineer of Record – The Engineer of Record for the project shall be retained by SCPG for construction administration and design engineering services during construction for the duration of the project.
11. SCPG will be responsible for 100% of the costs associated with Construction Administration. SCPG understands and agrees that these costs are not eligible for payment under this agreement. STATE shall only pay SCPG for the costs of construction of the Project and as set forth herein.

B. Public Bid

When a public works work item/task is of a scope and magnitude that is beyond the construction capabilities of the SCPG or exceeds the contract limit allowed by state law, the work shall be procured in accordance with state law. In such a case, the SCPG shall advertise and receive bids for such work in accordance with the Public Bid Laws of the State of Louisiana, and generally as follows:

1. The CPRA shall review and provide comments to SCPG on the Final (95%) Plans and Specifications. SCPG shall provide Ready for Bid Contract Documents incorporating and addressing all comments received from CPRA on the Final (95%) Plans and Specifications.
2. SCPG shall obtain written authorization from CPRA prior to advertising the Project or any phase thereof for bids. The SCPG shall submit a copy of the complete package of Contract Documents with its written request for authority to advertise.
3. The SCPG will solicit bids for the materials, labor and equipment needed to construct the Project in accordance with the Public Bid Laws of the State, including, but not limited to La. R.S.38:2211, et seq. and as applicable to political subdivisions of the State.
4. The SCPG shall solicit bids utilizing the Louisiana Uniform Public Work Bid Form applicable to most state agencies and all political subdivisions as mandated by La. R.S. 38:2211, et seq., and as promulgated by the Louisiana Division of Administration and located in Title 34 of the Louisiana Administrative Code.

5. After receipt of bids and before award of the contract, the SCPG shall submit to CPRA copies of the three (3) lowest bidder's proposals and proof of advertising. The SCPG's submittal shall include: proof of publication of advertisement for bids; bid tabulation form certified by the engineer and the contracting agency; bid proposals and bid bonds of the three (3) lowest bidders; bid evaluation and recommendation of award, and proposed notice of Award of Contract.
6. After receiving comments from the CPRA, the SCPG may then award and execute the construction contract and will submit to the CPRA copies of the notice of Award of Contract, executed Contract and Performance/Payment bond(s).
7. SCPG shall record the Contract and bonds in the Clerk of Court office(s) in the Clerk of Court office(s) for the SCPG or parishes where the work is to be performed. Proof of recordation of the Contract and bonds shall be submitted to CPRA, along with a copy of the Notice to Proceed. Once those items have been submitted to the CPRA, the SCPG shall adopt a Resolution Certifying Compliance with the Public Bid Law and the requirements of La. R.S. 38:2211, et seq. and send a certified copy of the resolution to the CPRA.

C. During Construction, the SCPG shall:

1. The SCPG or its agent will document Project construction with monthly status reports that summarize the progress of construction, identify any potential or actual problems associated with compliance with the construction contract, and describe any field changes or change orders. The SCPG shall send copies of these reports to CPRA by no later than the 10th of each month and SCPG shall invite CPRA to the reconstruction conferences and all construction progress meetings. The SCPG will immediately notify CPRA of any construction delays or specific environmental concerns.
2. The SCPG or its agent will arrange for and conduct final inspection of the completed works or improvement. Such inspection shall be made in conjunction with CPRA. The SCPG will provide CPRA with a certified engineer's approval of the final project inspection upon project completion, as well as a Construction Completion Report, including but not limited to as-built drawings (CAD drawings and input files), verification of completed punch-list items, photographic documentation of completed work, and any other information requested by CPRA, within two months of final inspection, if requested.
3. The SCPG or its agent shall perform all work for this Project in accordance with **Attachment A** and the terms and conditions of this Agreement. All Engineering Design Documents, Plans, and Specifications shall be in accordance with accepted sound engineering principles as delineated in the Design Criteria to be developed by SCPG as provided in Article IV, A.2 (a). These documents shall be prepared by or under the direct supervision of a professional engineer licensed in the discipline of civil engineering and registered in the State of Louisiana in accordance with Louisiana Revised Statutes Titles 37 and 46, regarding Professional and Occupational Standards, as governed by the Louisiana Professional Engineering and Land Surveying Board.

ARTICLE V
DELIVERABLES

1. The SCPG shall provide to the STATE, in accordance with the process referenced in Article VI and through CPRA's Project Manager identified in Article VII, the following:

- a. Prior to payment being made, the SCPG shall render detailed monthly invoices for payment of work performed and all documentation necessary to support the invoice, including a summary of the type of work, total value of the work performed, and the costs incurred, as provided in **Attachment C** (Monthly Monitoring Reports), along with the following:
 - i. Monthly contracted services summary;
 - b. Copies of all recorded time sheets/records for contractors/ subcontractors/vendors shall be included in the detailed monthly invoices;
 - c. Invoices shall be certified by the SCPG's consultant/contractor/ subcontractor/vendor and another properly designated official representing the SCPG as being correct and completed in accordance with the Contract Documents; and
 - d. All invoices shall be subject to verification, adjustment and/or settlement as a result of any audit referenced in Article VII of this Agreement. Project costs in excess of those described in Article III shall be borne 100% by the SCPG; and
 - e. Any other Project-related documents requested by CPRA.
2. The SCPG shall provide to the STATE, a copy of a Resolution passed by its Parish Council authorizing its execution of this Agreement.
3. The SCPG shall submit to the STATE a copy of any final documents produced in connection with the performance of the work outlined herein, including but not limited to, surveys, test results, land rights documents, design documents, plans, and specifications, as-built drawings, and OMRR&R Plan generated for the Project in accordance with this Agreement. However, in the event that the SCPG needs to publicly bid any portion of the work for this Project, the SCPG shall keep confidential and shall not disclose, subject to the requirements of the Louisiana Public Records law and Louisiana Public Bid Law, any Project documents to any other entity, except its consultants, agents, or representatives for the Project, prior to advertising such work for public bid.
4. Any other deliverables as may be set forth herein.

ARTICLE VI

PAYMENT

All costs incurred by the SCPG, which are directly related to the work described herein, will be eligible for payment in accordance with Articles III, IV, and V herein.

The SCPG will be paid an amount not to exceed a maximum of **\$10,000,000.00**, subject to the terms and conditions set forth herein, for the costs needed to fully construct the Project.

All costs associated with landrights, data collection, engineering and design, and permitting are to be borne by SCPG and are not eligible for payment.

The SCPG shall pay all contractor/subcontractor/vendor invoices, and the STATE shall pay the SCPG for its payments to the contractor/subcontractor/vendor, provided that SCPG shall provide the deliverables referenced in Article V to the State, through CPRA's Project Manager identified in Article VII. Subject to any other terms of this Agreement, in no case shall the sum total of payments made by the STATE, through CPRA, to the SCPG exceed **\$10,000,000.00** for the initial term of this Agreement.

The STATE will not pay SCPG for costs of construction not completed in accordance with the engineering and design standards set forth in Article IV.A.2(a).

All payments shall be subject to verification, adjustment, and/or settlement as a result of any audit referenced herein.

ARTICLE VII
RECORD KEEPING, REPORTING, AUDITS AND MONITORING

The Contract Monitor and Project Manager for this Agreement is Travis Byland, P.E. The STATE shall provide the SCPG notice of any changes to the designated Project Manager within seven (7) days of any such change.

The Project Manager shall maintain a file relative to the necessary acquisition of services, labor and materials needed to complete the Project.

The SCPG and its consultants/contractors/subcontractors shall maintain all documents, papers, books, field books, accounting records, appropriate financial records and other evidence, including electronic records pertaining to the expenditures associated with the Project and shall make such materials available for inspection at all reasonable times during the contract period and for a five (5) year period from the date of payment under the Project for inspection by the STATE, the Inspector General and/or the Legislative Auditor,; however, prior to disposal of any Project data for the Project, the PCPG shall obtain prior written approval from the STATE, through CPRA.

Each Party acknowledges and agrees that the Legislative Auditor of the State of Louisiana, the auditors of the Office of the Governor, and the Division of Administration, shall have the authority to audit all records and accounts of the STATE and the SCPG which relate to this Agreement, and those of any subcontractors which relate to this Agreement. Any audit shall be performed in accordance with R.S. 24:513 *et seq.*, as applicable. SCPG further agrees to make available to the Office of the Governor, and the Division of Administration any documents, papers or other records, including electronic records of SCPG that are pertinent to the Funds, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to SCPG's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are required to be retained.

The STATE and the SCPG, and any consultants/contractors/subcontractors paid under this Agreement shall maintain all books and records pertaining to this Agreement for a period of five (5) years after the date of final payment under the prime contract and any subaward/contract/subcontract entered into under this Agreement.

The purpose of submission of documentation by STATE to the SCPG, or by the SCPG to the STATE as required by this Agreement is to verify that such documentation is being produced, to provide evidence of the progress of the Project, and to verify that the expenditures are in accordance with the terms of this Agreement. The SCPG and its consultants/contractors/subcontractors shall also be responsible for, and assure, compliance with all applicable state and federal statutes, laws, rules, and regulations in carrying out any of its obligations under this Agreement.

ARTICLE VIII
TERMINATION FOR CAUSE

The STATE may terminate this Agreement for cause based upon the failure of SCPG to comply with the terms and/or conditions of the Agreement; provided that the STATE shall give the SCPG written notice specifying the SCPG's failure. If within thirty (30) days after receipt of such notice, the SCPG shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded

diligently to complete such correction, then the STATE may, at its option, place the SCPG in default and the Agreement may terminate on the date specified in such notice.

The SCPG may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the STATE to comply with the terms and conditions of this Agreement; provided that the SCPG shall give the STATE written notice specifying the STATE's failure and providing a reasonable opportunity for the STATE to cure the defect.

In the event that either Party elects to terminate this Agreement pursuant to this Article, the Parties agree to participate in a final cost accounting as of the date of termination and in accordance with the terms and conditions herein. The obligations under this Article shall survive termination or expiration of this Agreement for any reason.

ARTICLE IX
TERMINATION FOR CONVENIENCE

The STATE may terminate this Agreement at any time by giving thirty (30) days written notice to the SCPG. The SCPG may likewise terminate this Agreement at any time by giving thirty (30) days written notice to the STATE. The SCPG shall be entitled to payment for the costs of deliverables in progress, to the extent work has been performed satisfactorily as of the date of termination and any costs or expenses the SCPG incurs which are directly associated with the termination, modification, or change of any underlying engineering, design and/or consultant contracts for the Project.

In the event that either Party elects to terminate this Agreement pursuant to this Article, the Parties agree to participate in a final cost accounting as of the date of termination and in accordance with the terms and conditions herein. The obligations under this Article shall survive termination or expiration of this Agreement for any reason.

ARTICLE X
ALLOWABLE COSTS

Costs that result from obligations incurred by SCPG during a suspension or after termination are not allowable unless the STATE expressly authorizes them in writing in the notice of suspension or termination or subsequently. However, costs during suspension or after termination are allowable if the costs result from obligations which were properly incurred by SCPG before the effective date of suspension or termination, and are not in anticipation of it.

ARTICLE XI
NON-DISCRIMINATION CLAUSE

The Parties agrees to abide by the requirements of the following provisions as applicable: Titles VI and VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972; Section 504 of the Federal Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974 (VEVRAA); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975 (ADEA), as amended, and the requirements of the Americans with Disabilities Act of 1990 (ADA), including the revised ADA Standards for Accessible Design for Construction Awards revised regulations implementing Title II of the ADA and Title III of the ADA, as amended; Federal Executive Order (EO) 11246 "Equal Employment Opportunity", as amended by EO 11375 "Amending Executive Order 11246 Relating to Equal Employment Opportunity" and implementing regulations at 41 C.F.R. part 60 "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department

of Labor” and EO 12086 “Equal Employment Opportunity Functions”); and EO 13166 “Improving Access to Services for Persons With Limited English Proficiency.”

The Parties agree not discriminate in employment practices, and will render services under this contract in accordance with 41 C.F.R. 60-1.4 and without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by either Party, or failure to comply with these statutory obligations, when applicable, shall be grounds for termination of this Agreement.

ARTICLE XII

COMPLIANCE WITH FEDERAL LAW

The Parties and any of their consultants, contractors and subcontractors employed in the completion of any construction-related activity, or project conducted herein agree to comply with any applicable Federal labor laws covering non-Federal construction, which may include but are not limited to, the Contract Work Hours and Safety Standards Act (formerly 40 U.S.C. 327 *et seq.*), as supplemented by Department of Labor Regulations (29 C.F.R. part 5) and the Copeland Anti-Kickback Act (formerly 40 U.S.C. 276c), as supplemented by Department of Labor Regulations (29 C.F.R. part 3) and to the extent applicable 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (revising, codifying and enacting without substantive change the provisions of the Davis-Bacon Act) (formerly 40 U.S.C. 276a *et seq.*), the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328), and the Federal Funding Accountability and Transparency Act (FFATA) (<https://www.fdrs.gov>). The Parties further agree, in the case of any equipment and/or product authorized to be purchased under this Agreement, to comply with the Buy American Act 41 U.S.C. 8301-8305 (formerly 41 U.S.C. 10a-10c), if and as applicable. The Parties further agree to comply with any mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201), as applicable.

The Parties also agree to comply with any applicable Federal environmental laws and executive orders, which may include but are not limited to, The National Environmental Policy Act (42 U.S.C. § 4321 *et seq.*), The Endangered Species Act (16 U.S.C. § 1531 *et seq.*), Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. § 1801 *et seq.*), Clean Water Act Section 404 (33 U.S.C. § 1344 *et seq.*), The Migratory Bird Treaty Act (16 U.S.C. §§ 703-712), Bald and Golden Eagle Protection Act (16 U.S.C. § 668 *et seq.*), and Executive Order No. 13186, Responsibilities of Federal Agencies to Protect Migratory Birds, National Historic Preservation Act (16 U.S.C. § 470 *et seq.*), Clean Air Act (42 U.S.C. § 7401 *et seq.*), Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*) (Clean Water Act), Executive Order 11738 (“Providing for administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal contracts, grants or loans”), the Flood Disaster Protection Act (42 U.S.C. § 4002 *et seq.*), Executive Order 11988 (“Floodplain Management”), Executive Order 11990 (“Protection of Wetlands”), Executive Order 13112 (“Invasive Species”), The Coastal Zone Management Act (16 U.S.C. § 1451 *et seq.*), The Coastal Barriers Resources Act (16 U.S.C. § 3501 *et seq.*), The Wild and Scenic Rivers Act (16 U.S.C. § 1271 *et seq.*), The Safe Drinking Water Act (42 U.S.C. § 300 *et seq.*), The Resource Conservation and Recovery Act (42 U.S.C. § 6901 *et seq.*), The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 *et seq.*), Executive Order 12898 (“Environmental Justice in Minority Populations and Low Income Populations”), Rivers and Harbors Act (33 U.S.C. 407), Marine Protection, Research and Sanctuaries Act (Pub. L. 92-532, as amended), National Marine Sanctuaries Act (16 U.S.C. 1431 *et seq.*), Executive Order 13089 (“Coral Reef Protection”), Farmland Protection Policy Act (7 U.S.C. 4201 *et seq.*), and the Fish and Wildlife Coordination Act (16 U.S.C. 661 *et seq.*). SCPG must immediately notify CPRA in writing, pursuant to Article XXXVII, if SCPG becomes aware of any impact on the environment that may impact the use of Funds for the Project.

ARTICLE XIII
GENERAL ADMINISTRATIVE AND FINANCIAL REQUIREMENTS

SCPG shall comply with, and require any consultants, contractors and subcontractors employed in the completion of any activity, project or program conducted with the funds to comply with, all conditions of the Funds as applicable, including but not limited to: La. R.S. 49:214.5.4(E) and (v) any CPRA Internal Agency Policies applicable to SCPG and/or to consultants, contractors and subcontractors, and the provisions provided therein. All provisions contained in any of the above-cited laws, rules, regulations, guidelines, policies, or other documents, will be deemed incorporated by reference, as applicable, to this Agreement.

SCPG shall also be responsible for payment of all applicable taxes related to the funds.

ARTICLE XIV
HOLD HARMLESS AND INDEMNITY

The SCPG shall be fully liable for the actions of its successors, officers, directors, assigns, agents, representatives, employees, partners, consultants, contractors, subcontractors, vendors, and other persons under its control, and shall fully indemnify and hold the STATE and its successors, officers, directors, assigns, agents, representatives, employees, partners, consultants, contractors, subcontractors, vendors, and other persons under its control, harmless from suits, actions, damages, and costs of every name and description relating to personal injury and/or damage to real or personal tangible property, caused by the negligence, failure to act or legal fault of the SCPG, its successors, officers, directors, assigns, agents, representatives, employees, partners, consultants, contractors, subcontractors, vendors, and other persons under its control, without limitation, except that the SCPG shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the negligent act or failure to act or legal fault of the STATE, and its successors, officers, directors, assigns, agents, representatives, employees, partners, consultants, contractors, subcontractors, vendors, and other persons under its control.

No Party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The Parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties herein.

The obligations under this Section shall survive termination or expiration of this Agreement for any reason.

ARTICLE XV
AMENDMENTS

Notwithstanding any other provision herein, the Parties agree that any change to this Agreement shall require a written amendment, mutually agreed upon and signed by both Parties. The terms and conditions contained in this Agreement may not be amended, modified, superseded, subsumed, terminated, or otherwise altered except by mutual written consent of all Parties hereto.

ARTICLE XVI
OWNERSHIP

All records, reports, documents and other material delivered or transmitted to the SCPG by the STATE shall remain the property of the STATE and shall be returned by the SCPG to the STATE upon request at termination or expiration of this Agreement. All records, reports, documents, or other material related to this Agreement and/or obtained or prepared by the SCPG

in connection with performance of the services contracted for herein shall be the property of the SCPG, and shall be retained in accordance with the terms of this Agreement.

ARTICLE XVII
NO ASSIGNMENT

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

ARTICLE XVIII
FINANCIAL CAPABILITY

SCPG hereby acknowledges and certifies that it is aware of the financial obligations of the SCPG under this Agreement and that SCPG will have the financial capability to satisfy the obligations of the SCPG under this Agreement, including but not limited to all obligations for OMRR&R of the Project.

SCPG agrees to take any and all appropriate steps to obtain funding for the responsibilities undertaken by SCPG pursuant to this Agreement and/or any future agreements(s) and for which STATE has not agreed to provide funding therefore. Should current or future revenues dedicated to the Project be insufficient to fulfill the obligations of the SCPG for the Project, SCPG is obligated to make reasonable good faith efforts to obtain or seek funding from other sources, including, but not limited to additional taxes, fees, tolls, grants, donations, legislative appropriations, reallocation of funds, or decreasing the cost or extent of other operations. Nothing herein shall prevent STATE from seeking additional funding to assist the BOARD, CPRA or SCPG with the responsibilities undertaken by any Party pursuant to this Agreement.

ARTICLE XIX
FISCAL FUNDING CLAUSE

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

ARTICLE XX
CERTIFICATION OF DEBARMENT / SUSPENSION STATUS

All Parties certify with their execution of this Agreement that it is not suspended, debarred or ineligible from entering into contracts or agreements with any department or agency of the Federal Government, or in receipt of notice of proposed debarment or suspension. The SCPG

further certifies with its execution of this Agreement that it is not suspended, debarred or ineligible from entering into contracts or agreements with any department or agency of the State of Louisiana, or in receipt of notice of proposed debarment or suspension.

All Parties agree to secure from any consultant(s), contractor(s) and/or subcontractor(s) for the Project certification that such consultant(s), contractor(s) and/or subcontractor(s) are not suspended, debarred or declared ineligible from entering into contracts with any department or agency of the Federal Government, or in receipt of a notice of proposed debarment or suspension. The Parties further agree to secure from any consultant(s), contractor(s) and/or subcontractor(s) for the Project certification that such consultant(s), contractor(s) and/or subcontractor(s) are not suspended, debarred or declared ineligible from entering into contracts with any department or agency of the State of Louisiana, or in receipt of a notice of proposed debarment or suspension.

All Parties agree to provide immediate notice to the other Party in the event of it or its consultant(s), contractor(s) and/or any subcontractor(s) associated with the Project being suspended, debarred or declared ineligible by any department or agency of the Federal Government, or upon receipt of a notice of a proposed debarment or suspension, either prior to or after execution of this Agreement. The SCPG further agrees to provide immediate notice to the STATE in the event of it or its consultant(s), contractor(s) and/or any subcontractor(s) being suspended, debarred or declared ineligible by any department or agency of the State of Louisiana, or upon receipt of a notice of a proposed debarment or suspension, either prior to or after execution of this Agreement.

Upon notice of suspension, debarment, or declaration that either Party and/or its consultant(s), contractor(s) and/or any subcontractor(s) is/are ineligible to enter into contracts with any department or agency of the Federal Government, either prior to or after execution of this Agreement, each Party reserves the right to review cause for said debarment, suspension, or declaration of ineligibility, and to terminate this Agreement pursuant to the terms of Article VIII in this Agreement, or take such other action it deems appropriate under this Agreement. Upon notice of suspension, debarment, or declaration that the SCPG and/or its consultant(s), contractor(s), and/or any subcontractor(s) is/are ineligible to enter into contracts with any department or agency of the State of Louisiana, either prior to or after execution of this Agreement, the STATE further reserves the right to review cause for said debarment, suspension, or declaration of ineligibility, and to terminate this Agreement pursuant to the terms of Article VIII in this Agreement, or to take such other action it deems appropriate under this Agreement.

ARTICLE XXI
NO THIRD PARTY BENEFICIARY

Nothing herein is intended and nothing herein may be deemed to create or confer any right, action, or benefit in, to, or on the part of any person not a party to this Agreement as indicated herein or by operation of law.

ARTICLE XXII
RELATIONSHIP OF PARTIES

- A. In the exercise of their respective rights and obligations under this Agreement, the SCPG and the BOARD each act in an independent capacity and no Party is to be considered the officer, agent, or employee of the other, unless otherwise provided by law.
- B. In the exercise of its rights and obligations under this Agreement, no Party shall provide, without the consent of the other Party, any consultant/contractor/ subcontractor with a

release that waives or purports to waive any rights the other Party may have to seek relief or redress against that consultant/contractor/subcontractor either pursuant to any cause of action that the other Party may have or for violation of any law.

- C. The participation by BOARD in the Project shall in no way be construed to make the BOARD a party to any contract between the SCPG, consultant(s), contractor(s) and/or subcontractor(s) or between the BOARD and any third party. The participation by the SCPG in the Project shall in no way be construed to make SCPG a party to any contract between the BOARD and/or either's consultant(s), contractor(s) and/or subcontractor(s), or any third party.
- D. The CPRA, as the implementation and enforcement arm of the BOARD, participates in this Agreement as directed by the BOARD and as more fully set forth herein, and such participation of CPRA shall in no way be construed to make CPRA a party to any contract between the SCPG, and any of its consultant(s), contractor(s) and/or subcontractor(s) or between the SCPG and any other third party.

ARTICLE XXIII
APPLICABLE LAW, VENUE AND DISPUTES

This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana. Before any Party to this Agreement may bring suit in any court concerning any issue relating to this Agreement, such Party must first seek in good faith to resolve the issue through negotiation or other forms of non-binding alternative dispute resolution mutually acceptable to the Parties. The exclusive venue for any suit arising out of this Agreement shall be in the Nineteenth Judicial District Court for the Parish of East Baton Rouge, Louisiana.

ARTICLE XXIV
DELAY OR OMISSION

No delay or omission in the exercise or enforcement of any right or remedy accruing to a Party under this Agreement shall impair such right or remedy or be construed as a waiver of any breach theretofore or thereafter occurring. The waiver of any condition or the breach of any term, covenant, or condition herein or therein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or any other term, covenant or condition herein or therein contained.

ARTICLE XXV
REPORTING OF FRAUD, WASTE, ABUSE OR CRIMINAL ACTIVITY

In accordance with La. R.S. 24:523, any actual or suspected misappropriation, fraud, waste or abuse of public funds shall be reported to the Louisiana Legislative Auditor Hotline via one of the following:

Toll-Free Phone: 1-844-50-FRAUD (1-844-503-7283); or

Fax to: 1-844-40-FRAUD (1-844-403-7283)

Or report via U.S. Mail: LLA Hotline P. O. Box 94397 Baton Rouge, LA 70804

ARTICLE XXVI
SEVERABILITY

The terms and provisions of this Agreement are severable. Unless the primary purpose of this Agreement would be frustrated, the invalidity or unenforceability of any term or condition of this Agreement shall not affect the validity or enforceability of any other term or provision of this Agreement. The Parties intend and request that any judicial or administrative authority that may deem any provision invalid, reform the provision, if possible, consistent with the intent and purposes of this Agreement, and if such a provision cannot be reformed, enforce this Agreement as set forth herein in the absence of such provision.

ARTICLE XXVII
ENTIRE AGREEMENT

This Agreement constitutes the entire understanding and reflects the entirety of the undertakings between the Parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements. There is no representation or warranty of any kind made in connection with the transactions contemplated hereby that is not expressly contained in this Agreement.

ARTICLE XXVIII
PROVISION REQUIRED BY LAW DEEMED INSERTED

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

ARTICLE XXIX
ANTI-LOBBYING

SCPG and its consultant(s), contractor(s), or subcontractor(s) agree not to use proceeds from this Agreement to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

SCPG and all of its consultant(s), contractor(s) and subcontractor(s) shall certify that they have complied with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee or a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. SCPG and each of its and all of its consultant(s), contractor(s) and subcontractor(s) shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. SCPG shall also complete a Certification Regarding Lobbying as provided in **Attachment D**.

ARTICLE XXX
PROHIBITED ACTIVITY, CONFLICTS OF INTEREST AND CODE OF ETHICS

SCPG and its consultant(s), contractor(s), and subcontractor(s) are prohibited from using, and shall be responsible for its consultant(s), contractor(s), and subcontractor(s) being prohibited from using, the Funds provided herein for political activities, inherently religious activities, lobbying, political patronage, nepotism activities, and supporting either directly or indirectly the enactment, repeal, modification or adoption of any law, regulation or policy at any level of government. SCPG and its consultant(s), contractor(s), and subcontractor(s) will comply with the provision of the Hatch Act (5 U.S.C. 1501 *et seq.*), which limits the political activity of employees.

SCPG and any entity or individual performing work under this Agreement subject to any form of legal agreement with SCPG, including without limitation, consultants, contractors and subcontractors, must comply with the conflicts of interest provisions referenced in CPRA's Conflicts of Interest Policy as contained in CPRA's Policy No. 4, entitled "Governmental Ethics Compliance and Dual Employment", effective April 1, 2009, as well as any additional agency conflicts of interest policies or procedures that CPRA may implement in the future.

SCPG and any entity or individual performing work under this Agreement subject to any form of legal agreement with SCPG, including without limitation, consultants, contractors and subcontractors, must also comply with Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 *et seq.*, Code of Governmental Ethics) in the performance of services called for in this Agreement. SCPG agrees to immediately notify the CPRA if potential violations of the Code of Governmental Ethics arise at any time during the term of this Agreement.

ARTICLE XXXI
COVENANT AGAINST CONTINGENT FEES

SCPG shall warrant that no person or other organization has been employed or retained to solicit or secure this Agreement upon contract or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the STATE shall have the right to annul this Agreement without liability in accordance with Article VIII ("Termination for Cause") of this Agreement or, in its discretion, to deduct from this Agreement or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee, or to seek such other remedies as legally may be available.

ARTICLE XXXII
CONSULTANTS, CONTRACTORS AND SUBCONTRACTORS

SCPG may, with prior written permission from the STATE, enter into subcontracts with third parties for the performance of any part of SCPG's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of SCPG to the STATE for any breach in the performance of SCPG's or any subcontractor's duties.

ARTICLE XXXIII
COPYRIGHT

The STATE reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the materials, including but not limited to reports, maps, or documents produced as a result of this Agreement, in whole or in part, and to authorize others to do so. The SCPG also reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the materials, including but not limited to reports, maps, or documents produced as a result of this Agreement, in whole or in part, and to authorize others to do so. The Parties also understand and agree that they will not interfere with any rights the Federal Government may have

with respect to the right to reproduce, publish, distribute, exhibit and/or otherwise use and exploit the work throughout the world in all media now known or hereafter devised, and to authorize others to do so for Federal purposes.

ARTICLE XXXIV
DRUG FREE WORKPLACE COMPLIANCE

SCPG hereby certifies that it shall provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988, as amended and with 24 C.F.R. Part 21. Further, in any contracts executed by and between SCPG and any third parties funded using the Funds under this Agreement, there shall be a provision mandating compliance with the Drug-Free Workplace Act of 1988, as amended, in accordance with 48 FAR 23.500, *et seq.*, and 48 C.F.R. 52.223-6.

ARTICLE XXXV
REMEDIES FOR NONCOMPLIANCE

The SCPG acknowledges that any of the expenditures that are not in accordance with the terms and conditions of this Agreement, state law or conditions of the Funds, shall be paid to the STATE, and that any cost and expense in excess of the total maximum Project cost, as agreed to by the STATE and set forth herein, shall be the sole responsibility of the SCPG. STATE shall also be entitled to any other remedies for noncompliance as provided herein.

ARTICLE XXXVI
NO AUTHORSHIP PRESUMPTIONS

Each of the Parties has had an opportunity to negotiate the language of this Agreement in consultation with legal counsel prior to its execution. No presumption shall arise or adverse inference be drawn by virtue of authorship. Each Party hereby waives the benefit of any rule of law that might otherwise be applicable in connection with the interpretation of this Agreement, including but not limited to any rule of law to the effect that any provision of this Agreement shall be interpreted or construed against the Party who (or whose counsel) drafted that provision. The rule of no authorship presumption set forth in this paragraph is equally applicable to any person that becomes a Party by reason of assignment and/or assumption of this Agreement and any successor to a signatory Party.

ARTICLE XXXVII
DESIGNATION OF POINTS OF CONTACT

The Parties designate the following persons to be their official contacts in relation to this Agreement. Any Party may change its contact person upon written notice to the other Party. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given, if in writing and delivered personally or sent by registered or certified mail as follows:

If to SCPG:

Matthew Jewell, President
Saint Charles Parish Government
P.O. Box 302
Hahnville, LA 70057
985-783-5000
mlj@stcharlesgov.net

If to the CPRA BOARD:

Kyle R. "Chip" Kline, Jr.
Chairman
Capitol Annex - State of Louisiana
P.O. Box 44027
Baton Rouge, LA 70804-4027
225-342-7669

If to CPRA:

Lawrence B. Haase
Executive Director
Coastal Protection and Restoration Authority
Post Office Box 44027
Baton Rouge, LA 70804-4027
225-342-4683

ARTICLE XXXVIII
EFFECTIVE DATE / DURATION / MODIFICATION / TERMINATION

This Agreement shall be effective for a period of thirty-six months, commencing on, January 1, 2023 and terminating on, December 31, 2026, unless otherwise terminated or amended by written mutual agreement of all parties or in accordance with the terms herein.

Except as otherwise provided herein, the provisions, terms and conditions contained in this Agreement may not be amended, modified, superseded, terminated, or otherwise altered except by mutual written consent of all Parties hereto.

This Agreement may be executed in multiple originals.

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SIGNATURE PAGE FOLLOWS

THUS DONE, PASSED, AND SIGNED on the dates indicated below before the below-named notary and competent witnesses.

SAINT CHARLES PARISH GOVERNMENT

COASTAL PROTECTION AND RESTORATION AUTHORITY BOARD

BY: _____
Matthew Jewell, President

BY:  _____
Kyle R. "Chip" Kline, Jr., Chairman

DATE: _____

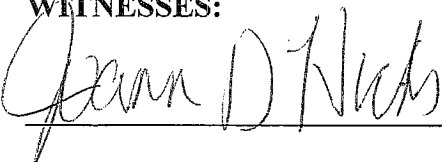
DATE: 6/5/23 _____

(SCPG's Federal Identification Number)

WITNESSES:

WITNESSES:

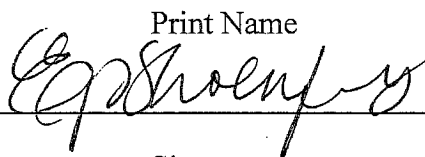
Signature

 _____
Signature
Joann D. Hicks

Print Name

Print Name

Signature

 _____
Signature
Elizabeth P. Shoenfelt

Print Name

Print Name

STATE OF LOUISIANA
PARISH OF _____

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for said Parish and State aforesaid, on this ____ day of _____ 2023 personally came and appeared Matthew Jewell to me known, who declared that he is the President of the Saint Charles Parish Government that he executed the foregoing instrument on behalf of said entity and that the instrument was signed pursuant to the authority granted to him by said entity and that he acknowledged the instrument to be the free act and deed of said entity.

Signature

Print Name

Louisiana Notary Public / Bar Number

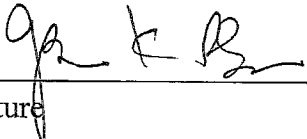
My commission expires: _____

(SEAL)

174

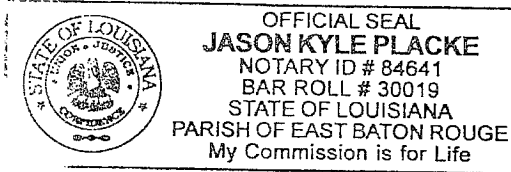
STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for said Parish and State aforesaid, on this 5 day of JUNE, 2023 personally came and appeared Kyle R. "Chip" Kline, Jr., to me known, who declared that he is the Chairman of the Coastal Protection and Restoration Authority Board, that he executed the foregoing instrument on behalf of said State Agency and that the instrument was signed pursuant to the authority granted to him by said State Agency and that he acknowledged the instrument to be the free act and deed of said State Agency.


Signature
JASON K. PLACKE
Print Name
30019
Louisiana Notary Public / Bar Number

My commission expires: AT DEATH

(SEAL)



CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

DATE: 6/5/23



Kyle R. "Chip" Kline, Jr., Chairman
Coastal Protection and Restoration Authority Board

ATTACHMENT A

SCOPE OF WORK

In a continuous effort to improve forced drainage infrastructure, St. Charles Parish is constructing the Montz Pump Station No. 1. The pump station will be located along CC Canal adjacent to the CN Railroad and will discharge into the Bonnet Carre Spillway. The construction scope of work for the project includes:

- Electric submersible pumps with a total design capacity of 267 cfs
- Reinforced structural concrete sump, walls, slabs, and decking superstructure
- 36" welded steel discharge lines and required fittings and valves
- Modifying LA Hwy 628 to go over the discharge pipes
- Concrete footing/matting foundation for discharge pipes over levee
- 10' wide concrete drive over discharge pipes at levee crown
- Electrical control panel with SCADA controls. CMU building to house electrical equipment
- Diesel driven generator with 3-day diesel tank and Automatic Transfer Switch (ATS)

The engineering is 90% complete and the Parish is currently working with the property owner to acquire the property for the pump station site. The Joint Permit Application has been submitted and the Parish has begun working with the US Army Corps of Engineers to obtain consent to install the discharge pipes over the spillway levee once the Section 404 and 408 permits have been secured.

ATTACHMENT B

PROJECT CONSTRUCTION COST ESTIMATE

St. Charles Parish Montz Pump Station No. 1 (267 CFS) Parish Project No. P210301 GIS Project No. 39145-1312 Opinion of Probable Construction Cost 90% Design Phase					
Item No.	Item Description	Quantity	Unit	Unit Cost	Total
01150-01	Mobilization/Demobilization	1	LS	\$ 835,000.00	\$ 835,000.00
02005-01	Clearing and Grubbing	1	LS	\$ 20,000.00	\$ 20,000.00
02010-01	Removal of Asphalt Pavement	63	SY	\$ 30.00	\$ 3,150.00
02012-01	Cofferdam	1	LS	\$ 500,000.00	\$ 500,000.00
02015-01	General Excavation (Net Section)	23453	CY	\$ 12.00	\$ 281,436.00
02015-02	Embankment (Net Section)	4307	CY	\$ 30.00	\$ 131,910.00
02015-03	Nonplastic Embankment (Net Section)	2419	CY	\$ 15.00	\$ 36,283.00
02020-01	Temporary Erosion Control	1	LS	\$ 10,000.00	\$ 10,000.00
02025-01	Class II Base Course (10" Thick) (Asphaltic Concrete Base on Embankment Layer)	63	SY	\$ 75.00	\$ 4,725.00
02030-01	Aggregate Surface Course #5 / Limestone (Net Section) (Driveways and Parking Areas)	217	CY	\$ 160.00	\$ 36,320.00
02030-02	Aggregate Surface Course 610 Limestone (Net Section) (Levee Crown and Access Roads)	388	CY	\$ 160.00	\$ 62,080.00
02035-01	Superpave Asphaltic Concrete (6" Thick)	436	SY	\$ 50.00	\$ 21,800.00
02035-02	Superpave Asphaltic Concrete (12" Thick)	63	SY	\$ 120.00	\$ 7,560.00
02040-01	Chain Link Fence (8-Foot Height) w/ 3 Barbed Wire Strands	737	LF	\$ 70.00	\$ 51,590.00
02040-02	10-Foot Double Gates for Chain Link Fence (8-Foot Height) (3 Barbed Wire Strands)	3	DBLG	\$ 2,000.00	\$ 6,000.00
02045-01	Pipecap (Class 55Lb.) (36" Thick)	108	SY	\$ 150.00	\$ 16,200.00
02050-01	Temporary Signs and Barricades	1	LS	\$ 15,000.00	\$ 15,000.00
02055-01	Bedding Material	58	CY	\$ 100.00	\$ 5,800.00
02060-01	Construction Layout	1	LS	\$ 80,000.00	\$ 80,000.00
02065-01	Concrete Piles (18" Square)	2500	LF	\$ 130.00	\$ 325,000.00
02066-01	Test Pile	1	LS	\$ 60,000.00	\$ 60,000.00
02070-01	Geotextile Fabric (General)	2285	SY	\$ 4.00	\$ 9,140.00
02075-01	Steel Sheet Pile Wall (AZ19)	8960	SF	\$ 60.00	\$ 537,600.00
02080-01	Treated Timber Piles (13" Butt, 7" Tip)	5380	LF	\$ 60.00	\$ 322,800.00
02090-01	Steel Pipe Piles (24"x0.5" Phmb and Benter)	1126	LF	\$ 290.00	\$ 326,540.00
02100-01	Concrete Roadway Barrier (10 feet)	60	LF	\$ 300.00	\$ 18,000.00
02100-02	Object Marker Sign Assembly	4	EA	\$ 500.00	\$ 2,000.00
-	Standard Safety Rollers	5	EA	\$ 150.00	\$ 750.00
02400-01	2" Water Main	340	LF	\$ 80.00	\$ 27,200.00
SCP-E-02600	Hydro-Seeding	2	AC	\$ 3,300.00	\$ 6,600.00
02805-01	Permanent Erosion Control System	488	SY	\$ 10.00	\$ 4,880.00
03005-01	Portland Cement Concrete Pavement (10" Thick)	77	SY	\$ 110.00	\$ 8,470.00
03010-01	Structural Steel Reinforced Concrete (Class A1) (Pump Station)	609	CY	\$ 1,500.00	\$ 913,500.00
03010-02	Structural Steel Reinforced Concrete (Class A1) (Electrical Buildings, Transformer Pad, and Generator Foundation)	71	CY	\$ 1,200.00	\$ 85,200.00
03010-03	Structural Steel Reinforced Concrete (Class A1) (Discharge Foundations, and Bridge Over Discharge)	219	CY	\$ 1,500.00	\$ 328,500.00
03010-04	Structural Steel Reinforced Concrete (Class M) (Discharge Scour pad)	78	CY	\$ 1,000.00	\$ 78,000.00
03010-05	Unreinforced Concrete (Class M) (Working Slab)	36	CY	\$ 500.00	\$ 18,000.00
04005-01	CMU Electrical Building	1	LS	\$ 50,000.00	\$ 50,000.00
05005-01	Structural Steel (Galvanized)	15283	LBS	\$ 4.00	\$ 61,132.00
05010-01	Grating (E20 Load Rating 38-W4 2-1/2"X3-8")	117	SF	\$ 150.00	\$ 17,550.00
SCP-E-11000	Heavy-Duty Automatic Bar Screen Cleaner	1	LS	\$ 700,000.00	\$ 700,000.00
SCP-E-11010	67 CFS Vertical Axial Flow Pump & 300 HP Submersible Electric Motor & Pump Discharge Can	4	EA	\$ 360,000.00	\$ 1,440,000.00
SCP-E-11015	Air Release & Vacuum Breaker Valve	8	EA	\$ 15,000.00	\$ 120,000.00
SCP-E-11020	Discharge Pipe System	1180	LF	\$ 825.00	\$ 973,500.00
11315-01	Check Valve - 36" Diameter	4	EA	\$ 15,000.00	\$ 60,000.00
16000-01	Electrical Power Supply, Gear & Lighting	1	LS	\$ 575,300.00	\$ 575,300.00
16030-01	Telemetry System (Including TCP, Antenna, Pole and Associated Components and Wiring)	1	LS	\$ 77,000.00	\$ 77,000.00
16060-01	Generator System (Including Genset, Diesel tank, ATS and Associated Components and Wiring)	1	LS	\$ 915,000.00	\$ 915,000.00
16085-01	Pump Control Panel, Integrator Panel and associated components and wiring	1	LS	\$ 44,000.00	\$ 44,000.00
SUBTOTAL Not Including Mobilization					\$ 9,273,642.00
Total Estimated Construction Cost (Base Bid):					\$10,108,642
Total Estimated Construction Cost (Base Bid + 13% Contingency):					\$11,624,938

ATTACHMENT C
Request for Disbursement

Request No. _____

Project Number: _____

Grantee: _____

Project Name: _____

Contact Person: _____

Phone Number: _____

Invoices Enclosed:

Invoice Number	Vendor Name	Cost Code*	Amount
Total			

This document will hereby certify that each of the invoices on this list and attached list(s) is in accordance with the terms of the applicable contracts and/or agreements and that the services have been performed or the goods received. Furthermore, this certification also indicates compliance with the terms and conditions of the cooperative endeavor agreement by and between the State of Louisiana and _____.

Certified Correct by Grantee: _____
(Signature)

Date: _____

(Type or Print Name)

Remit to:

Coastal Protection Restoration Authority
Attn: James McMenis
Post Office Box 44027
Baton Rouge, La. 70804-4027

*Cost Code Category

RQ	Real Estate
PN	Planning
CN	Construction
MI	Miscellaneous
EQ	Equipment

ATTACHMENT D

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

DATE: 7/11/23



Matthew Jewell, President
Saint Charles Parish Government

2023-0170

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

RESOLUTION NO. 6707

A resolution approving and authorizing the execution of a Cooperative Endeavor Agreement between the State of Louisiana through the Office of Community Development and St. Charles Parish in the amount of \$6,314,616.00 for the Ormond Area Flood Mitigation project (CN Railroad Culverts).

WHEREAS, as a result of severe storms and flooding in 2016, the U.S. Department of Housing and Urban Development (HUD) allocated \$1.2 billion in Community Development Block Grant Mitigation (CDBG-MIT) funds to the State of Louisiana for unmet mitigation needs throughout Louisiana; and,

WHEREAS, the State of Louisiana Office of Community Development launched the Louisiana Watershed Initiative to pursue a statewide holistic approach to watershed management and to allocate the CDBG-MIT funds most effectively considering development patterns and flood risk levels; and,

WHEREAS, the HUD approved Louisiana Master Action Plan for the Utilization of CDBG-DR Mitigation Funds allocated \$570,666,243.00 to the Local and Regional Watershed Projects and Programs; and,

WHEREAS, St. Charles Parish is a political body duly organized and existing under the laws of the State of Louisiana and is eligible to apply for CDBG-MIT funds and execute the proposed CDBG-MIT program; and,

WHEREAS, the Ormond area of Destrehan, Louisiana located on the East Bank of St. Charles Parish has been adversely affected by damages from flood waters; and,

WHEREAS, St. Charles Parish received a Cooperative Endeavor Agreement between the State of Louisiana and the Parish through the Office of Community Development in the amount of \$6,314,616.00 to fund the Ormond Area Flood Mitigation Project (CN Railroad Culverts); and,

WHEREAS, the Ormond Area Flood Mitigation project scope includes adding culverts at two separate sites under the CN Railroad tracks that will mitigate the constriction of flow under the tracks to increase the overall drainage capacity of the railroad crossing system and mitigate the flooding in the area.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby approve and authorize the execution of a Cooperative Endeavor Agreement between the State of Louisiana through the Office of Community Development and St. Charles Parish for the funding of the Ormond Area Flood Mitigation project.

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

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

YEAS: BILLINGS, FONSECA, DARENSBOURG GORDON, CLULEE, GIBBS,
DUFRENE, BELLOCK
NAYS: NONE
ABSENT: FISHER, FISHER-CORMIER

And the resolution was declared adopted this 10th day of July, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bill Billings
SECRETARY: Michelle Dupontato
DLVD/PARISH PRESIDENT: July 11, 2023
APPROVED: ✓ DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: July 11, 2023
AT: 3:05pm RECD BY: [Signature]

COOPERATIVE ENDEAVOR AGREEMENT
by and between
THE STATE OF LOUISIANA

through the
OFFICE OF COMMUNITY DEVELOPMENT
And

ST. CHARLES PARISH
C DFA 14.228
GRANT B-18-DP-22-0001
YEAR 2018

PO# _____

This Cooperative Endeavor Agreement (“Agreement”) is made and entered into by and between St. Charles Parish (hereinafter referred to as “Grantee”) and the State of Louisiana, through the Office of Community Development (referred to as “OCD” or “State”), each represented herein by their undersigned authorized representatives. Grantee and OCD may sometimes herein be collectively referred to as the “Parties” and individually as a “Party.”

WITNESSETH That;

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

WHEREAS, OCD, on behalf of the State of Louisiana (“State”), administers the State’s Community Development Block Grant – Disaster Recovery and Mitigation/Resiliency Programs, which are subject to the federal statutes and regulations governing Community Development Block Grants (“CDBG”), as modified by exceptions and waivers previously granted and which may hereinafter be granted by the United States Department of Housing and Urban Development (HUD); and

WHEREAS, on February 9, 2018, the President signed Public Law 115-123, which included an appropriation of \$28 billion to HUD, of which HUD allocated \$1,213,917,000 of Community Development Block Grant (“CDBG”) funds to the State of Louisiana for the specific purpose of mitigation activities (“CDBG Mitigation Funds”). Federal requirements for this funding were published in the Federal Register (84 FR 45838 (August 30, 2019)); and

WHEREAS, on February 20, 2020, HUD approved Louisiana’s Master Action Plan for the Utilization of CDBG-DR Mitigation Funds (the “Action Plan”) in the amount of \$1,213,917,000 and the Action Plan has an allocation of \$570,666,243 to the Local and Regional Watershed Projects and Programs; and

WHEREAS, Grantee has the legal authority and responsibility for the rebuilding and recovery of St. Charles Parish. Recovery and rebuilding efforts of Grantee involve projects designed to provide resiliency against future flooding and other disasters; and

WHEREAS, the actions of OCD and the Grantee will meet the national objective of benefit to low- and moderate income persons

NOW, THEREFORE, in consideration of the promises and the mutual representations, warranties, and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1.0 SCOPE OF SERVICES

1.1 CONCISE DESCRIPTION OF SERVICES

To increase flood resilience and assist in the enhancement of the capacity of the area's drainage and flood resilience structures.

I. SCOPE OF AGREEMENT

A. Grant Award

Subject to the terms and conditions of this Agreement, the OCD, as administrator of the CDBG Mitigation Programs, shall make available to Grantee mitigation funds up to the maximum amount of six million, three hundred fourteen thousand, six hundred sixteen and 00/100 dollar) (\$6,314,616.00) (the "Grant Funds") for the purpose of funding Grantee's activities under the Ormond Area Drainage Improvements, (The "Project"), as identified in Exhibit A to this Agreement.

B. Implementation of Agreement

Grantee's rights and obligations under this Agreement are as a grant subrecipient as set forth in 24 CFR 570.501. Grantee is responsible for complying with said regulations and for implementing Grantee's responsibilities in the Program in a manner satisfactory to OCD and HUD and consistent with any applicable guidelines and standards that may be required as a condition of OCD's providing the funds, including but not limited to all applicable CDBG Program Administration and Compliance requirements set forth by this Agreement and the Statement of Assurances (attached hereto and incorporated herein as Exhibit C) executed by Grantee and made a part hereof. OCD's providing of Grant Funds under this Agreement is specifically conditioned on Grantee's compliance with this provision and all applicable Program and CDBG regulations, federal register notices, guidelines, and standards. Grantee must comply with all requirements of any applicable award letter(s) unless expressly waived in writing by OCD.

In the event that Grantee, in the use of the Grant Funds, has one or more sub-recipients, Grantee is responsible for ensuring that the sub-recipient's policies and Program documents are compliant with all laws, regulations, executive orders and other requirements that apply to the use of the Grant Funds made available through this Agreement.

C. Goals and Objectives

The goal of the project is to help mitigate flooding in flood prone areas. The objective of the project is to improve and reinforce flood resilient structures.

D. Statement of Work

1. The Project

See Exhibit A, attached hereto and made a part hereof.

2. The Budget

See Exhibit B, attached hereto and made a part hereof.

The Parties may agree, in writing, to a revision of the Budget or a reallocation of funds between categories within the Budget without the need to amend this Agreement; provided however, that in no case shall any such revisions or reallocations result in exceeding the total amount of the Grant Funds available under the Agreement.

If applicable, all other sources of funding/financing of the project, if any, must be firmly committed to the project before the CDBG funds will become available and supporting documentation for the full project funding must be submitted within (12) twelve months of the execution of this agreement.

3. Eligible Expenses

Grantee shall receive and use Grant Funds for Eligible Expenses, as defined herein. "Eligible Expenses" for Grant Funds under this Agreement include those applied to eligible activities, as defined in the OCD's current, pending and future applicable Action Plan and Action Plan Amendment(s) (refer https://watershed.la.gov/assets/docs/CDBG-MIT-Master-AP-Approved-2_20_20.pdf, that are recovery-related, when approved by the OCD in accordance with eligibility rules under CDBG guidelines and subject to limitations established by the OCD, are part of the Program and are otherwise in furtherance of the intent of this Agreement and the goals and objectives as set forth herein.

4. Citizen Participation Requirements

Grantee shall comply with all HUD and OCD citizen participation requirements and the citizen participation requirements set forth in the Action Plan and all current, pending and future applicable Action Plan Amendment(s) (refer to https://www.doa.la.gov/Pages/ocd-dru/Action_Plans.aspx).

5. Building Code Standards

Grantee shall adopt and/or implement the statewide building code standards in accordance with Act 12 of the 2005 1st Extraordinary Session of the Louisiana Legislature including any later revisions to the relevant statutes.

6. Mitigation Plan

Grantee is responsible for ensuring that the Project considers and/or proposes a mitigation plan to minimize damage in the event of future floods and/or hurricanes.

7. Assurances

Grantee shall be responsible for implementing the Program activities in compliance with all state and federal laws and regulations and all Program requirements, as now in effect and as may be amended from time to time. It shall be Grantee's responsibility to ensure that Grantee or any entity instituting programs in conjunction with this Agreement under the supervision of Grantee require that all of its contractors, and all tiers of their subcontractors, all sub recipients, if applicable, and all beneficiaries, if applicable, adhere to all applicable state and federal laws and regulations and all Program requirements as now in effect and as may be amended from time to time, and to conduct all necessary monitoring for such compliance. As to laws and regulations which apply to the use of CDBG funds, Grantee has prior to the execution of this Agreement executed the Statement of Assurances, attached hereto as Exhibit C, reflecting compliance with those listed laws and regulations, which shall be deemed to be requirements of this Agreement. As to any other laws and regulations which may apply to construction projects, Grantee is responsible for determining the applicable laws and regulations and ensuring compliance therewith.

As between the Parties to this Agreement, Grantee, as the Project administrator, bears sole responsibility for implementing such Project efforts. Grantee shall be responsible for implementation of all infrastructure improvements in compliance with any applicable federal procurement laws and regulations and CDBG requirements.

8. Cooperation with HUD and the OCD

Grantee hereby binds itself, certifies, and assures that it will comply with all federal, state, and local regulations, policies, guidelines and requirements, as they relate to the application, acceptance and use of state and federal funds. The Parties expressly acknowledge that the matters which are the subject of this Agreement are under the CDBG Mitigation Program administered by HUD, which by its emergency nature is subject to ongoing modification and clarifications. The OCD's obligations under this Agreement are subject to compliance with applicable statutes and regulations of the CDBG program, as modified by exceptions and waivers previously granted and which may hereinafter be granted by HUD. Grantee agrees that in connection with its rights and obligations under the Agreement, it shall cooperate with HUD and the OCD regarding the administration and audit of the Program, including compliance with various operating and reporting procedures which may hereinafter be promulgated by the OCD and/or HUD.

In the event costs are disallowed by any monitoring, audit or oversight of either the State or Federal Government, including the U.S. Department of Housing & Urban Development, the Inspector General of the United States, the Louisiana Legislative Auditor, the Louisiana Inspector General, or any other duly authorized party, the Grantee shall be responsible for remitting these funds to the OCD. Failure to complete the Project described in the Statement of Work may constitute a basis for disallowance of costs.

E. Contract Monitor/Performance Measures

The contract monitor for OCD on this Agreement is the Executive Director of OCD, or designee. The performance measures for this Agreement shall include the successful performance and completion of Grantee's obligations as provided in this Agreement and any attachments, as well as all guidelines for the Program. Grantee shall submit to OCD, on a schedule and dates to be provided by OCD, but not less than every six (6) months, a report of Project progress and beneficiary data in an acceptable format approved by OCD. Grantee is responsible for maintaining project files and support documentation for the information contained in the reports.

Grantee shall also comply with the provisions of 2 CFR 200 with regard to the monitoring and reporting of Program performance and shall be responsible for providing OCD with any additional project progress and beneficiary data as required by federal and state law. It shall be the Grantee's obligation to implement any contractual arrangements it may need for use of, and access to, such data.

Reporting requirements may require Grantee to obtain data from third parties (i.e. persons that receive Grant Funds or other beneficiaries of the Program(s), including sub-recipients, and/or borrowers funded under this Agreement, tenants/operators/users of facilities or equipment acquired or improved with funds provided under this Agreement). It shall be the Grantee's obligation to implement any contractual arrangements it may need for use of, and access to, such data.

Grantee will cooperate with OCD regarding Program oversight and evaluation. The Monitoring Plan to be used by Grantee, must satisfy CDBG program requirements and must be acceptable to OCD.

F. Deliverables (Due Dates to be agreed upon by the Parties)

Monthly progress reports including, but not limited to:

- Cost/Financial reports
- The events and activities funded by this Program

OCD may require additional and/or more frequently provided information from Grantee if that is determined by OCD to be required.

G. Duplication of Benefits

In the event that alternate sources are or become available to Grantee for funding which the OCD is providing under this Agreement, including but not limited to insurance proceeds, FEMA funding of costs covered under this Agreement, or other sources, Grantee agrees to pursue recovery and/or funding through such sources with due diligence and, to the extent of recovery of such alternate sources, reimburse the OCD for the funding under this Agreement.

If funding from alternate sources becomes available to Grantee which the OCD agrees applies to both Eligible Expenses and expenses that are not eligible under this Agreement, Grantee may apply such funds first, to expenses that are not eligible under this Agreement, and second, to Eligible Expenses that are in excess of amounts paid under this Agreement.

II. PAYMENT PROCESS

- A.** Grantee shall submit draw requests for payment of Eligible Expenses payable under this Agreement to the Executive Director of OCD, or designee, for approval.

Payment to Grantee will be made on a cost reimbursement basis for actual services rendered under the Program and limited to those amounts which are deemed eligible and reasonable. Grantee shall be required by the OCD to submit with each draw request documentation regarding each service for which reimbursement is being sought.

Following review and approval of the draw requests by the Executive Director of OCD, or designee, approved draw requests shall be submitted to OCD Finance Manager, or her designee, for approval of payment. Draw requests not approved by the Executive Director of OCD or the OCD Finance Manager, or their respective designees, shall not be paid, but returned to Grantee for further processing.

- B. Upon approval of payment by the OCD as provided for above, payment of Eligible Expenses shall be provided to Grantee via electronic funds transfer.
- C. Grant Funds shall not be drawn in advance.
- D. If an award letter has been issued regarding Grant Funds, only costs consistent with the terms of the award letter will be allowed, unless expressly waived in writing by OCD.
- E. Eligible travel costs shall be reimbursed in accordance with PPM49 in effect at the time the expense was incurred, if provided for in the Budget.
- F. In the event of non-compliance with this Agreement, the OCD may withhold payment to the Grantee until OCD deems the Grantee has brought the Program within compliance. Noncompliance on any aspect funded under this Agreement may serve as a basis to withhold payment on funds for other projects funded under this Agreement.

III. TERM OF AGREEMENT; TERMINATION OR SUSPENSION OF AGREEMENT

A. Term of Agreement

The term of this Agreement, subject to all requisite consents and approvals as provided herein, shall commence September 30, 2022 and terminate December 31, 2027 unless terminated prior to such time in accordance with the terms and conditions of this Agreement.

It is expressly understood that projects or services commenced and/or completed prior to the beginning date of this Agreement are eligible for funding if allowed under the terms of this Agreement and applicable HUD regulations and guidelines.

B. Termination/Suspension for Cause

The OCD may, after giving reasonable written notice specifying the effective date, suspend or terminate this Agreement in whole or in part if the Grantee materially fails to comply with any term of this Agreement, which shall include, but not be limited, to the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may be applicable at any time;
2. Failure, for any reason, of Grantee to fulfill in a timely and proper manner the obligations under this Agreement;
3. Submission by Grantee of reports to the OCD, HUD, or either of their auditors, reports that are incorrect or incomplete in any material respect,

provided Grantee is given notice of said failure and fails to correct the same within a reasonable amount of time; or

4. Ineffective or improper use of funds as provided for under this Agreement.

If, through any cause, Grantee shall otherwise fail to fulfill in a timely and proper manner, its obligations under this Agreement, or if Grantee shall violate any of the covenants, agreements, or stipulations of this Agreement, the OCD shall thereupon have the right to terminate this Agreement by giving written notice to Grantee of such termination and specifying the effective date thereof, at least thirty (30) days prior to the effective date of said termination.

C. Termination for Convenience

The OCD may terminate the Agreement in whole or in part at any time by giving at least thirty (30) days prior written notice to Grantee. Grantee shall be entitled to payment on requests submitted up to the date of termination contained within the notice, to the extent that requests represent eligible activities satisfactorily completed and otherwise reimbursable under the terms of this Agreement.

D. Termination Due to Unavailable Funding

The continuation of this Agreement is contingent upon the appropriation and release of sufficient funds to the OCD to fulfill the requirements of this Agreement. Failure of the appropriate authorities to approve and provide an adequate budget to the OCD for fulfillment of the Agreement terms shall constitute reason for termination of the Agreement by either Party. Grantee shall be paid for all authorized services properly performed prior to termination.

E. Obligations Governing Use of CDBG Funds Survive Termination

Termination of this Agreement under any of the foregoing provisions shall not alter or diminish Grantee's obligations governing the use of CDBG funds under applicable statutes and regulations or under this Agreement and/or terminate any of Grantee's obligations that survive the termination of this Agreement. Such obligations and/or duties may include but are not limited to the following: (1) duty to maintain and provide access to records; (2) duty to monitor and report on the use of any funds expended or awarded to Grantee in compliance with all terms, conditions and regulations herein; (3) the duty to enforce compliance with terms of grants or loans issued by Grantee under this Agreement; (4) the duty to monitor, collect and remit program income, if applicable, and (5) the obligation to return funds expended in contravention of applicable statutes, regulations and the terms of this Agreement. This provision shall not limit or diminish any other obligation that by its nature survives termination of the Agreement (i.e. indemnification, etc.).

F. Payment Upon Termination

Except as in the event of termination or suspension for cause, Grantee shall be entitled to payment on invoices submitted to the OCD no later than ninety (90) days from the date of termination contained within the notice, to the extent that requests represent eligible activities satisfactorily completed during the term of the Agreement and otherwise reimbursable under the terms of this Agreement.

IV. ADMINISTRATIVE REQUIREMENTS

A. General Administrative Requirements

Grantee shall comply with 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Awards", as modified by 24 CFR 570.502(a), "Applicability of uniform administrative requirements."

B. Financial Management

Grantee shall administer its Project in conformance with 2 CFR 200. Grantee also agrees to adhere to the accounting principles and procedures required therein, utilize and create adequate internal controls, and maintain necessary source documentation for all costs incurred. These principles and procedures shall be applied for all costs incurred.

C. Documentation and Record-Keeping

1. Records to be Maintained

Grantee shall maintain all records required by 24 CFR 570.506, "Records to be maintained," that are pertinent to the activities to be funded under this Agreement. Such records shall include but are not limited to:

- a. Records providing a full description of each activity taken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of services;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 2 CFR 200 and 24 CFR 570.506(h);

- g. Personnel, property and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the OCD to assure proper accounting for all project funds; and
- h. Other records necessary to document compliance with 24 CFR 570.604, regarding environmental requirements.

2. Retention of Records

Grantee shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years after closeout of OCD's federal grant providing the Grant Funds. Grantee will be notified of that closeout date by OCD.

3. Access to Records

The OCD, the Division of Administration ("DOA"), the State Legislative Auditor, federal auditors, State Inspector General, HUD, the Comptroller General of the United States, the Office of Inspector General, and any of their duly authorized representatives or agents, shall have access to any books, documents, papers and records of Grantee which are directly pertinent to this Agreement for the purpose of audits, examinations, and making excerpts and transcriptions.

Grantee shall provide citizens with reasonable access to records regarding the past use of CDBG funds, consistent with applicable state and local laws regarding privacy and obligations of confidentiality.

All records, reports, documents, or other material or data, including electronic data, related to this Agreement and/or obtained or prepared by Grantee, and all repositories and databases compiled or used, regardless of the source of information included therein, in connection with performance of the services contracted for herein shall become the property of the OCD, and shall, upon request, be returned by Grantee to the OCD at termination or expiration of this Agreement. Costs incurred by Grantee to compile and transfer information for return to the OCD shall be billed on a time and materials basis, subject to the maximum amount of this Agreement.

4. Close-outs

Grantee's obligation under this Agreement shall not end until all close-out requirements as set forth in 24 CFR 570.509, "Grant closeout procedures," are completed. The terms of this Agreement shall remain in effect during any period that Grantee has control over CDBG funds, including program income.

5. Audits & Inspections

It is hereby agreed that the OCD, the DOA, the Legislative Auditor of the State of Louisiana, federal auditors, State Inspector General, HUD, Office of Inspector General, HUD monitors, and auditors contracted by any of them shall have the option of auditing all records and accounts of Grantee and/or its contractors and sub-recipients that relate to this Agreement at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data upon providing Grantee, contractor or sub-recipient, as appropriate, with reasonable advance notice. Grantee and its contractors and sub-recipients shall comply with all relevant provisions of state law pertaining to audit requirements, including LA R.S. § 24:513 et seq. Any deficiencies noted in audit reports must be fully cleared within thirty (30) days after receipt by Grantee, contractor and/or sub-recipient, as appropriate.

Failure of Grantee and/or its contractors and sub-recipients to comply with the above audit requirements will constitute a violation of this Agreement and may, at the OCD's option, result in the withholding of future payments and/or return of funds paid under this Agreement. Grantee and its contractors hereby agree to have an annual audit conducted in accordance with current State policy concerning Grantee and its contractor's audits, and 2 CFR 200.

A quasi-public agency or body as defined in LA R.S. 24:513A(1)(b) shall comply with the provisions of LA R.S. 24:513.H(2)(a) by designating an individual who shall be responsible for filing annual financial reports with the legislative auditor and shall notify the legislative auditor of the name and address of the person so designated.

D. Procurement

Grantee shall comply with the current OCD policy and the requirements of 2 CFR 200.318 through 327 regarding procurement. This includes the Grantee, to the greatest extent practicable, providing a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States in accordance with the Build America, Buy America (BABA) Act executed in 2021 (See U.S. Public Law No: 117-58). This requirement is in addition to whatever state and local laws may apply to procurement by Grantee. It is agreed by the Parties that notwithstanding any specialized procurement rules which may apply under state law to Grantee, Grantee shall, for the purposes of expenditures to be paid or reimbursed under this Agreement, comply with all applicable federal and state procurement statutes and regulations.

V. HUD/CDBG COMPLIANCE PROVISIONS

A. General Compliance

The Grantee will comply with all applicable Federal, state, and local laws and Codes, and all applicable Office of Management and Budget Circulars <https://www.whitehouse.gov/omb/information-for-agencies/circulars/>. These include, but are not limited, the requirements of 2 CFR 200.316 and 200.321-323. The State may require, and Grantee shall consent to, the amendment of this Agreement to expressly include contractual provisions referencing any mandatory requirements if not already set forth in this Agreement, including any provisions referenced in appendix II to 2 CFR 200 as the State may deem applicable and not previously set forth in this Agreement.

Grantee agrees to comply with the requirements of Title 2 of the Code of Federal Regulations, Part 200 (Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards), except that (1) Grantee does not assume the OCD's environmental responsibilities described in 24 CFR 570.604 and (2) Grantee does not assume the OCD's responsibility for initiating the review process under the provisions of 24 CFR Part 52. Grantee also agrees to comply with all other applicable Federal, state and local laws, regulations and policies governing the funds available under this Agreement to supplement rather than supplant funds otherwise available.

Grantee shall comply with and shall be responsible for insuring compliance of all of its construction contracts with any applicable mandatory contract language, including but not limited to:

1. Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3);
2. Compliance with the Davis-Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by Department of Labor regulations (29 CFR part 5);
3. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 7401 et seq (1970)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15);
4. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871);
5. Compliance with applicable uniform administrative requirements described in 24 CFR 570.502; and

6. Certification by Grantee's contractors, and each tier of subcontractors, that such contractors and subcontractors are not on the List of Parties Excluded from Federal Procurement or Nonprocurement Programs promulgated in accordance with Executive Orders 12549 and 12689, "Debarment and Suspension," as set forth at 2 CFR part 2424, and
7. Compliance with "Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities", described in 24 CFR part 58.

Grantee has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to the General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Agreement and debarment from future contracts.

B. Discrimination and Compliance Provisions

Grantee and its contractors agree to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972; Federal Executive Order 11246 as amended; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Fair Housing Act of 1968 as amended; Section 109 of the Housing and Community Development Act of 1974; and the requirements of the Americans with Disabilities Act of 1990; 41 CFR 60-4 *et seq.*; 41 CFR 60-1.4; 41 CFR 60-1.8; 24 CFR Part 35; the Flood Disaster Protection Act of 1973; and Federal Labor Standards Provisions (form HUD-4010), as well as all applicable provisions not mentioned are deemed inserted herein.

Grantee and its contractors agree not to discriminate unlawfully in its employment practices, and will perform its obligations under this Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, age or disabilities.

Any act of unlawful discrimination committed by Grantee or its contractors, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement or other enforcement action.

C. Covenant Against Contingent Fees and Conflicts of Interest and Louisiana Code of Government Ethics

Grantee shall warrant that no person or other organization has been employed or retained to solicit or secure this Agreement upon contract or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the OCD shall have the right to annul this Agreement without liability

or, in its discretion, to deduct from this Agreement or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee, or to seek such other remedies as legally may be available.

No member, officer, or employee of Grantee, or agents, consultant, member of the governing body of Grantee or the locality in which the Project is situated, or other public official who exercises or has exercised any functions or responsibilities with respect to this Agreement during his or her tenure, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the project, the Project or in any activity or benefit, which is part of this Agreement.

Grantee shall also comply with the current Louisiana Code of Governmental Ethics as applicable. Grantee acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to Grantee in the performance of services called for in this Agreement. Grantee agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this Agreement.

D. Section 3 Compliance in Employment and Training

The work to be performed under this Agreement, including services performed under any related subcontract or subrecipient agreement, is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3), 24 CFR §75, and 85 FRN 2020 19183-85, and any directives, benchmarks and programmatic requirements hereafter issued by HUD or OCD in the implementation of Section 3 requirements. Section 3 requires that to the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations—recipients must ensure that within the metropolitan area (or nonmetropolitan county) in which the project is located: (1) employment and training opportunities arising in connection with Section 3 Projects are provided to Section 3 Workers ; and (2) contracts for work awarded in connection with Section 3 Projects are provided to business concerns that provide economic opportunities to Section 3 Workers.

E. Program Income

1. Recording Program Income

Grantee shall submit a quarterly report to the OCD detailing receipt of program income, which is defined in 24 CFR 570.500(a).

2. Remittance of Program Income

All program income shall be remitted to the OCD pursuant to a schedule provided by the OCD, unless Grantee has received written approval from OCD for eligible program income activities to use the program income.

F. Use and Reversion of Assets

The use and disposition of immovable property, equipment and remaining Grant Funds under this Agreement shall be in compliance with all CDBG regulations, which include but are not limited to the following:

1. Grantee shall transfer to the OCD any Grant Funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Subsequent to meeting the national objective requirement and completion of the eligible activity, immovable property under Grantee's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives set forth in 24 CFR 570.208 until five (5) years after the closeout of the individual projects associated with the particular immovable property or expiration of this Agreement, whichever occurs first (or such longer period as the OCD deems appropriate). If OCD consents to a change of use of the property other than for which the CDBG funds were expended, grantee must comply with the requirements of 24 CFR 570.505. If Grantee fails to use such immovable property in a manner that meets a CDBG National Objective for the prescribed period of time, Grantee shall pay to the OCD an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. Such payment shall constitute program income to the OCD. Grantee may retain real property acquired or improved under this Agreement after the expiration of the five-year period, described above, or such longer period as the OCD deems appropriate.
3. In all cases in which equipment acquired, in whole or in part, with Grant Funds is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment). Equipment not needed by Grantee for activities under this Agreement shall be (a) transferred to the OCD for the CDBG program or (b) retained by Grantee after compensating the OCD an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

If Grantee is not the owner of the immovable property being acquired or improved, in whole or in part, with the Grant Funds, Grantee shall acquire sufficient interest and site control over the property to allow the use of CDBG funds for improvement of a non-owned property, within the timeframe mandated by any applicable award letter or within any timeframe established by OCD before or during this Agreement. Grantee shall submit the terms of such interest to OCD to confirm that the interests are sufficient. The interests shall be through a written agreement via authentic act with the owner of the immovable property acknowledging and consenting to the

use restrictions required by 24 CFR 570.505 and as contained in this Agreement and agreeing that the property shall be bound by such use restrictions. In addition, if immovable property being acquired or improved, in whole or in part, with the Grant Funds is leased or subleased by Grantee to a third party, Grantee shall contractually insure that the lessee/subleasee is bound by the use restrictions contained in 24 CFR 570.505 and as contained in this Agreement.

VI. GENERAL CONDITIONS

A. “Independent Contractor”

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. Grantee shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The OCD shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance, as Grantee is an independent contractor.

B. Hold Harmless/Indemnity Contractors/Subcontractors

Grantee shall hold harmless, defend and indemnify the OCD from any and all claims, actions, suits, charges and judgments whatsoever that arise out of Grantee’s performance or nonperformance of the services or subject matter called for in this Agreement.

To the extent that Grantee is permitted to and utilizes the services of any third parties in performance of Grantee’s duties and obligations under this Agreement, any contract entered into shall contain a provision that the contractor and/or subcontractor shall hold Grantee and OCD harmless, defend and indemnify OCD from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the contractor’s and/or subcontractor’s performance or nonperformance of services.

C. Workers’ Compensation

Grantee shall provide Workers’ Compensation Insurance coverage for all of its employees involved in the performance of this Agreement, unless exempt by law.

D. Insurance & Bonding

Unless expressly waived in writing by OCD, the Grantee shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond, or equivalent insurance acceptable to the OCD, covering all employees in an amount equal to cash advances from the OCD.

E. OCD Recognition

Grantee shall insure recognition of the role of the OCD and the U.S. Department of Housing and Urban Development in providing services through this Agreement. All activities, facilities and items used pursuant to this Agreement shall be prominently labeled as to funding source. In addition, Grantee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

F. Public Communications

OCD and Grantee shall coordinate all public communications regarding activities within the Project funded under this Agreement.

G. Amendments

The OCD or Grantee may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the OCD and the Office of State Procurement and/or the Louisiana Commissioner of Administration. Amendments hereto shall not invalidate this Agreement, nor relieve or release the OCD or Grantee from its obligations under this Agreement.

The OCD may require a written amendment to this Agreement to conform the Agreement to federal, state and local governmental laws, regulations, executive orders, guidelines, policies and available funding amounts. Failure of Grantee to execute the written amendment required by the OCD may constitute, at the OCD's discretion, a basis for termination of this Agreement for cause.

H. No Assignment

No Party may transfer or assign this Agreement or transfer or assign any of its rights or assign any of its duties hereunder without the express written consent of the other Party. However, if the parties do mutually agree to an assignment, all rights and obligation set forth herein shall inure to the benefit of the parties and to their respective successors and assigns.

I. Severability

The terms and provisions of this Agreement are severable. Unless the primary purpose of this Agreement would be frustrated, the invalidity or unenforceability of any term or condition of this Agreement shall not affect the validity or enforceability of any other term or provision of this Agreement. The Parties intend and request that any judicial or administrative authority that may deem any provision invalid, reform the provision, if possible, consistent with the intent and purposes of this Agreement, and if such a provision cannot be reformed, enforce this Agreement as set forth herein in the absence of such provision.

J. Entire Agreement

This Agreement constitutes the entire understanding and reflects the entirety of the undertakings between the Parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements. There is no representation or warranty of any kind made in connection with the transactions contemplated hereby that is not expressly contained in this Agreement.

K. No Authorship Presumptions

Each of the Parties has had an opportunity to negotiate the language of this Agreement in consultation with legal counsel prior to its execution. No presumption shall arise or adverse inference be drawn by virtue of authorship. Each Party hereby waives the benefit of any rule of law that might otherwise be applicable in connection with the interpretation of this Agreement, including but not limited to any rule of law to the effect that any provision of this Agreement shall be interpreted or construed against the Party who (or whose counsel) drafted that provision. The rule of no authorship presumption set forth in this paragraph is equally applicable to any Person that becomes a Party by reason of assignment and/or assumption of this Agreement and any successor to a signatory Party.

L. Applicable Law, Venue and Controversies

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to La. R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, special terms and conditions, and specifications listed in the RFP (if applicable); and this Agreement. Any claim or controversy arising out of this Agreement shall be resolved under the process set forth in La. Revised State 39:1672.2-1672.4. Exclusive venue and jurisdiction shall be vested in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

M. Delay or Omission

No delay or omission in the exercise or enforcement of any right or remedy accruing to a Party under this Agreement shall impair such right or remedy or be construed as a waiver of any breach theretofore or thereafter occurring. The waiver of any condition or the breach of any term, covenant, or condition herein or therein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or any other term, covenant or condition herein or therein contained.

N. Contract Approvals

Neither party shall be obligated under this Agreement until the approval of this Agreement by the State of Louisiana Office of State Procurement-Professional Contracts and/or the Commissioner of Administration.

O. Taxes

Grantee is responsible for payment of all applicable taxes from the funds to be received under this Agreement. Agency's Federal Tax Identification Number is 72-6001208.

P. Notices

Any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be either hand-delivered or mailed, postage prepaid by first-class mail, registered or certified, return receipt requested, or delivered by private, commercial carrier, express mail, such as Federal Express, or sent by, telecopy or other similar form of rapid transmission confirmed by written confirmation mailed (postage prepaid by first-class mail, registered or certified, return receipt requested or private, commercial carrier, express mail, such as Federal Express) at substantially the same time as such rapid transmission. All such communications shall be transmitted to the address or numbers set forth below, or such other address or numbers as may be hereafter designated by a Party in written notice to the other Party compliant with this Section.

To the OCD:

Executive Director
State of Louisiana Division of Administration
Office of Community Development
P.O. Box 94095
Baton Rouge, Louisiana 70804-9095
Office: 225-219-9600
Facsimile: 225-219-9605

To the Grantee:

Matthew Jewell
Parish President
P.O. Box 302
Hahnville, LA 70057
mlj@stcharlesgov.net
Phone: 985-783-5000

Q. No Third Party Beneficiary

Nothing herein is intended and nothing herein may be deemed to create or confer any right, action, or benefit in, to, or on the part of any person not a party to this Agreement. This provision shall not limit any obligation which either party has to HUD in connection with the use of CDBG funds, including the obligations to provide access to records and cooperate with audits as provided in this Agreement.

R. Prohibited Activity

Grantee shall be prohibited from using, and shall be responsible for its sub-contractors being prohibited from using, the funds provided herein or personnel employed in the administration of the Project for political activities, inherently religious activities, lobbying, political patronage, nepotism activities, and supporting either directly or indirectly the enactment, repeal, modification or adoption of any law, regulation or policy at any level of government. Grantee will comply with the provision of the Hatch Act (5 U.S.C. 1501 *et seq.*), which limits the political activity of employees.

S. Safety

Grantee shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages or property, either on or off the worksite, which occur as a result of his performance of the work. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by 29 CFR Parts 1925 and 1926, shall be observed and Grantee shall take or cause to be taken such additional safety and health measures as Grantee may determine to be reasonably necessary.

T. Fund Use

Grantee agrees not to use proceeds from this Agreement to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

Grantee and all of its sub-contractors shall certify that they have complied with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee or a member of

Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Grantee and each of its sub-contractors shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

U. Subcontractors

Grantee may, with prior written permission from the OCD, enter into subcontracts with third parties ("Subcontractors") for the performance of any part of Grantee's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of Grantee to the OCD for any breach in the performance of Grantee's duties. Subcontractors' agreements must meet all contracting, indemnity, insurance and regulatory compliance requirements. The parties hereby agree that any non-compete agreement or similar agreement with any Subcontractors seeking to restrain the ability of the Subcontractors to perform any services for the OCD shall be deemed unenforceable, null and void, to the extent of such non-compete provision, but without invalidating the remaining provisions of the contract with the Subcontractor.

Subcontracts shall not include language which restricts the Grantee's obligation to pay for services performed or materials provided under a subcontract to when the Grantee has been paid under this Agreement, except for circumstances where the reason for the lack of payment to the Grantee is due to deficient performance or lack of performance by the particular subcontractor from which the Grantee seeks to withhold payment. In the event a subcontract contains such language in contravention of this requirement, Grantee shall not enforce such language.

V. Copyright

No materials, including but not limited to reports, maps, or documents produced as a result of this Agreement, in whole or in part, shall be available to Grantee for copyright purposes. Any such material produced as a result of this Agreement that might be subject to copyright is the property of and all rights shall belong to the OCD.

All records, reports, documents, or other material or data, including electronic data, related to this Agreement and/or obtained or prepared by Grantee, and all repositories and databases compiled or used, regardless of the source of information included therein, in connection with performance of the services contracted for herein shall become the property of the OCD, and shall, upon request, be returned by Grantee to the OCD at termination or expiration of this Agreement. Cost incurred by Grantee to compile and transfer information for return to the OCD shall be billed on a time and materials basis, subject to the maximum amount of this Agreement. Software and other materials owned by Grantee prior to the date of this Agreement and not related to this Agreement shall be and remain the property of Grantee.

The OCD will provide specific project information to Grantee necessary to complete the services described herein. All records, reports, documents and other material delivered or transmitted to Grantee by the OCD shall remain the property of the OCD and shall be returned by Grantee to the OCD, upon request, at termination, expiration or suspension of this Agreement.

W. Drug Free Workplace Compliance

Grantee hereby certifies that it shall provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988, as amended. Further, in any contracts executed by and between Grantee and any third parties funded using Grant Funds under this Agreement there shall be a provision mandating compliance with the Drug-Free Workplace Act of 1988, as amended.

X. Provision Required by Law Deemed Inserted

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

(Balance of this page left blank intentionally.)

THUS DONE AND SIGNED on the date(s) noted below but effective as of the date given above:

STATE OF LOUISIANA, OFFICE OF COMMUNITY DEVELOPMENT

Signed: _____

_____ Date

Name: Patrick Forbes

Title: Executive Director

STATE OF LOUISIANA, DIVISION OF ADMINISTRATION

Signed: _____

_____ Date

Name: Barbara Goodson

Title: Deputy Commissioner, DOA

ST. CHARLES PARISH

Signed: Matthew Jewell

7/11/23
Date

Name: Matthew Jewell

Title: Parish President.

St. Charles Parish – Ormond Area Drainage Improvement
MIT DSP CEA

EXHIBIT A
STATEMENT OF WORK

The Ormond community has been plagued by flooding in the past few years, particularly near the Canadian National (CN) railroad crossing, where residents have encountered repeated flooding. St. Charles Parish will install culverts at two different sites that will mitigate the constriction of flow at the CN Railroad tracks. This project will increase the overall drainage capacity of the railroad crossing system and mitigate flooding in the Ormond neighborhood in Destrehan.

St. Charles Parish – Ormond Area Drainage Improvement
MIT DSP CEA

EXHIBIT B
BUDGET

Direct Project Cost	\$ 5,683,154.40
Activity Delivery Cost	\$ 631,461.60
	<hr/>
TOTAL	\$ 6,314,616.00

The eligible costs should include, but are not limited to, the costs noted in HUD’s guidance.

See HUD guidance at <https://files.hudexchange.info/resources/documents/CDBG-DR-Cost-Types-Summary.pdf> , at page 2 regarding scope of eligible costs for Direct Project Costs and Activity Delivery Costs.

The Parties may agree, in writing, to a revision of the Budget or reallocation of funds between categories with the Budget without the need to amend this Agreement; provided however, that in no case shall any such revisions or reallocations exceed the total allocation under the Agreement.

EXHIBIT C

GRANTEE STATEMENT OF ASSURANCES AND CERTIFICATIONS

This Applicant/Grantee/Subrecipient hereby assures and certifies that:

1. It will comply with all applicable provisions contained in 78 F.R. 43, 78 F.R. 76, and 78 F.R. 103, and any future applicable Federal Register Notices (collectively the "Notice").
2. It possesses legal authority to apply for a Community Development Block Grant ("CDBG") and to execute the proposed CDBG program, in accordance with applicable HUD regulations and the Notice.
3. Its governing body has duly adopted, or passed as an official act, a resolution, motion, or similar action authorizing the filing of the CDBG application and directing and authorizing the person identified as the official representative of the Applicant/Grantee/Subrecipient to act in connection with the application, sign all understandings and assurances contained therein, and to provide such additional information as may be required. It has facilitated citizen participation by providing adequate notices containing the information specified in the program instructions and by providing citizens an opportunity to review and submit comments on the proposed application.

Grantee certifies that it is following a detailed citizen participation plan that satisfies the requirements of 24 CFR 570.486, 24 CFR 91.105 or 91.115, as applicable (except as provided for in notices providing waivers and alternative requirements for this grant).

4. Its chief executive officer, or other officer or representative of Applicant/Grantee/Subrecipient approved by the State:
 - a. Consents to assume the status of a responsible federal official under the National Environmental Policy Act of 1969 (42 U.S.C.A. §4331, et seq.) insofar as the provisions of such Act apply to the proposed CDBG Program; and
 - b. Is authorized and consents, on behalf of the Applicant/Grantee/Subrecipient and himself, to submit to the jurisdiction of the federal courts for the purpose of enforcement of Applicant/Grantee/Subrecipient's responsibilities and his or her responsibilities as an official.
5. It will develop the CDBG program and use CDBG funds so as to give maximum feasible priority to the following activities, as necessary for establishing eligibility under the applicable funding source, (1) activities that will benefit low and moderate income families, (2) activities that aid in the prevention or elimination of slums or blight, (3) activities that meet other community development needs having a particular urgency, or (4) activities that address the current and future risks identified in the Applicant/Grantee/Subrecipient's Mitigation Needs Assessment as defined in 84 FR 45838 (August 30, 2019).
6. It will comply with the following applicable federal grant management regulations, policies, guidelines, and/or requirements as they relate to the application, acceptance, and use of federal

funds: 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Awards).

7. It will administer and enforce the labor standards requirements set forth in 24 CFR §570.603 and any other regulations issued to implement such requirements.
8. It will comply with the provisions of Executive Order 11988, as amended by Executive Order 12148, relating to evaluation of flood hazards, and Executive Order 12088, as amended by Executive Order 12580, relating to the prevention, control and abatement of water pollution.
9. It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided to Applicant/Grantee/Subrecipient to comply with any accessibility requirements, as required by Title III of the Americans with Disabilities Act of 1990 (42 U.S.C.A. § 12101 et seq.). The Applicant/Grantee/Subrecipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.
10. It will comply with:
 - a. Title VI of the Civil Rights Acts of 1964, 42 U.S.C. §2000d et seq., as amended, and the regulations issued pursuant thereto (24 CFR Part 1), which provide that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant/Grantee/Subrecipient receives federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of federal financial assistance extended to the Applicant/Grantee/Subrecipient, this assurance shall obligate the Applicant/Grantee/Subrecipient, or in the case of any transfer of such property, any transferee, for the period during which the property or structure is used for another purpose involving the provision of similar services or benefits.
 - b. Section 104 (b) (2) of Title I of the Housing and Community Development Act of 1974 (HCDA, 42 U.S.C. §5304.), as amended, which requires administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing. Section 804 of Title VIII of the Civil Rights Act of 1968 (FHA 42 U.S.C. 3604) further prohibits discrimination against any person in the sale or rental of housing, or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person, because of race, color, religion, sex, national origin, handicap or familial status.
 - c. Section 109 of Title I of the Housing and Community Development Act of 1974 (42 U.S.C. §5309), and the regulations issued pursuant thereto (24 CFR Part §570.602), which provides that no person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to

discrimination under, any program or activity funded in whole or in part with funds provided under that Part. Section 109 further prohibits discrimination to an otherwise qualified individual with a handicap, as provided under Section 504 of the Rehabilitation Act of 1973, as amended, and prohibits discrimination based on age as provided under the Age Discrimination Act of 1975. The policies and procedures necessary to ensure enforcement of section 109 are codified in 24 CFR part 6.

- d. Executive Order 11063, as amended by Executive Order 12259, and the regulations issued pursuant thereto, which pertains to equal opportunity in housing and non-discrimination in the sale or rental of housing built with federal assistance.
 - e. Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts. Further, contractors and subcontractors on federal and federally assisted construction contracts shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training and apprenticeship.
 - f. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, which provides that no otherwise qualified individual shall, solely, by reason of his or her handicap be excluded from participation, denied program benefits or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance.
11. The work to be performed under this Agreement, including services performed under any related subcontract or subrecipient agreement, is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3), 24 CFR §75, and 85 FRN 2020 19183-85, and any directives, benchmarks and programmatic requirements hereafter issued by HUD or OCD in the implementation of Section 3 requirements. Section 3 requires that to the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations—recipients must ensure that within the metropolitan area (or nonmetropolitan county) in which the project is located: (1) employment and training opportunities arising in connection with Section 3 Projects are provided to Section 3 Workers ; and (2) contracts for work awarded in connection with Section 3 Projects are provided to business concerns that provide economic opportunities to Section 3 Workers.
 12. It will minimize displacement of persons as a result of activities assisted with CDBG funds. In addition, it will:
 - a. Administer its programs in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies of 1970, as amended (49 CFR Part 24) and Section 104(d) of the Housing and Community Development Act of 1974 and the

implementing regulations at 24 CFR Part 570.496(a), modified by exceptions and waivers previously granted and which may hereinafter be granted by HUD.

- b. Comply with Title II (Uniform Relocation Assistance) and Sections 301-304 of Title III (Uniform Real Property Acquisition Policy) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. Chapter 61), and HUD implementing instructions at 24 CFR Part 42 and 24 CFR §570.606; and
- c. Inform affected persons of their rights and of the acquisition policies and procedures set forth in the regulations at 24 CFR Part 42; and
- d. Provide relocation payments and offer relocation assistance as described in Section 205 of the Uniform Relocation Assistance Act to all persons displaced as a result of acquisition of real property for an activity assisted under the CDBG Program. Such payments and assistance shall be provided in a fair, consistent and equitable manner that ensures that the relocation process does not result in different or separate treatment of such persons on account of race, color, religion, national origin, sex or source of income; and
- e. Assure that, within a reasonable period of time prior to displacement, comparable decent, safe and sanitary replacement dwellings will be available to all displaced families and individuals and that the range of choices available to such persons will not vary on account of their race, color, religion, national origin, sex, or source of income; and
- f. Assure that if displacement is precipitated by CDBG funded activities that require the acquisition (either in whole or in part) of real property, all appropriate benefits required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601 et seq., Pub. L. 91-646) and amendments thereto shall be provided to the displaced person(s). Persons displaced by rehabilitation of "Non-Uniform Act" acquisition financed (in whole or in part) with CDBG funds shall be provided relocation assistance in accordance with one of the following: (1) the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as required under 24 CFR Section 570.606 (a) and HUD implementing regulations at 24 CFR Part 42; (2) the requirements in 24 CFR Section 570.606 (b) governing the Residential Antidisplacement and Relocation Assistance Plan under Section 104 (d) of the Housing and Community Development Act of 1974; (3) the relocation requirements of Section 104 (k) of the Act; (4) the relocation requirements of 24 CFR Section 570.606 (d) governing optional relocation assistance under Section 105 (a) (11) of the Act; and (5) the provisions of 24 CFR Part 511.10 (h) (2) (iii) rental Rehabilitation Program.
- g. It has in effect and is following a residential anti-displacement and relocation

assistance plan in connection with any activity assisted with funding under the CDBG program.

13. It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties, in accordance with CDBG regulations.
14. It will comply with the provisions of the Hatch Act that limit the political activity of employees and the HUD regulations governing political activity at 24 CFR §570.207.
15. It will give the State and HUD, and any of their representatives or agents, access to and the right to examine all records, books, papers, or documents related to the grant.
16. It will ensure that the facilities under Applicant/Grantee/Subrecipient's ownership, lease or supervision utilized in the accomplishment of the CDBG Program are not listed on the Environmental Protection Agency's (EPA) list of violating facilities and that it will notify HUD of the receipt of any communication from the EPA Office of Federal Activities indicating that a facility to be used in the CDBG Program is being considered for listing by the EPA as a violating facility.
17. With regard to environmental impact, it will comply with the National Environmental Policy Act of 1969 (42 U.S.C. §4321-4347), and Section 104(h) of the Housing and Community Development Act of 1974 (42 U.S.C. §5304).
18. It will comply with the National Historic Preservation Act of 1966 (Title 54 of the United States Code.), as amended, Executive Order 11593, and the Preservation of Archaeological and Historical Data Act of 1966 (Title 54 of the United States Code), as amended, by:
 - a. Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800) by the proposed activity; and
 - b. Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.
19. It will comply with the provisions in 24 CFR §570.200(c) regarding special assessments to recover capital costs.

In accordance with the Notice, it will not attempt to recover any capital costs of public improvements assisted with Grant Funds, by assessing any amount against properties owned and occupied by persons of low and moderate incomes, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless: (a) disaster recover grant funds are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under this title; or (b) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, Grantee certifies to the Secretary that it lacks sufficient CDBG funds (in any form) to comply with the requirements of clause (a).

20. It will adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individual engaged in non-violent Civil Rights demonstrations and will enforce applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.
21. It certifies that no federally appropriated funds will be used for any lobbying purposes regardless of the level of government and that it is in compliance with restrictions on lobbying required by 24 CFR part 87, together with disclosure forms, if required by part 87.
22. It will abide by and enforce the conflict of interest requirement set forth in 24 CFR §570.489(h).

No person who exercises or has exercised any functions or responsibilities with CDBG-DR activities shall obtain a financial interest or benefit from any CDBG-DR project or program.
23. It will comply with HUD rules prohibiting the use of CDBG funds for inherently religious activities, as set forth in 24 CFR §570.200(j).
24. Activities involving new building construction, alterations, or rehabilitation will comply with the Louisiana State Building Code and all applicable locally adopted building codes, standards, and ordinances.
25. In relation to labor standards, it will comply with:
 - a. Section 110 of the Housing and Community Development Act of 1974, as amended and as set forth in 24 CFR §570.603.
 - b. Davis-Bacon Act, as amended (40 U.S.C. §3141 et seq.).
 - c. Contract Work Hours and Safety Standards Act (40 U.S.C. §3701 et seq.).
 - d. Federal Fair Labor Standards Act (29 U.S.C. §201 et seq.)
26. It will comply with the flood insurance purchase requirement of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 U.S.C. §4001 et seq., which requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of HUD as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal funding. It will comply with 42 USC § 4012a, which requires that if the federal financial assistance is provided in the form of a loan or an insurance or guaranty of a

loan, the amount of flood insurance required need not exceed the outstanding principal balance of the loan and need not be required beyond the term of the loan. If the federal financial assistance is in the form of a grant, the requirement of maintaining flood insurance on any dwelling on any part of the property in an amount equal to the lesser of 1) the value of the property less land costs or 2) the maximum amount of flood insurance available under the National Flood Insurance Program to the extent coverage can be obtained under the National Flood Insurance Program, shall apply during the life of the property, regardless of transfer of ownership of such property.

It will comply with all applicable flood insurance requirements contained in the Notice, which includes, but not limited to, compliance with 42 USCA § 4012a and 42 USCA § 5154a. Grantee, its recipients, and its sub-recipients must implement procedures and mechanisms to ensure that assisted property owners comply with all flood insurance requirements, including purchase and notification requirements described in the herein referenced federal statutes, prior to providing assistance. HUD does not prohibit the use of CDBG-DR funds for existing residential buildings in the Special Flood Hazard Area (SFHA) or "100-year" floodplain. However, Federal laws and regulations related to both flood insurance and floodplain management must be followed, as applicable. With respect to flood insurance, a HUD-assisted homeowner for a property located in a SFHA must obtain and maintain flood insurance in the amount and duration prescribed by FEMA's National Flood Insurance Program. Section 102(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C.A. § 4012a) mandates the purchase of flood insurance protection for any HUD-assisted property within the SFHA.

27. It will comply with the Farmland Protection Policy Act, 7 U.S.C.A. §4201 et seq., which requires recipients of federal assistance to minimize the extent to which their projects contribute to the unnecessary and irreversible commitment of farmland to nonagricultural uses.
28. It will comply with Sections 1012 and 1013 of Title X of the Housing and Community Development Act of 1992 (Public Law 102-550, as amended). The regulation appears within Title 24 of the Code of Federal Regulations as part 35 (codified in 24 CFR 35). The purpose of this regulation is to protect young children from lead-based paint hazards in housing that is financially assisted by the Federal government or sold by the government. This regulation applies only to structures built prior to 1978.
29. It will comply with the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6901, et seq.).
30. It will comply with the Clean Air Act (42 U.S.C. §7401, et seq.), which prohibits engaging in, supporting in any way, or providing financial assistance for, licensing or permitting, or approving any activity which does not conform to the State implementation plan for national primary and secondary ambient air quality standards.
31. In relation to water quality, it will comply with:
 - a. The Safe Drinking Water Act of 1974 (42 U.S.C. §§ 201, 300(f) et seq. and U.S.C.

§349), as amended, particularly Section 1424(e) (42 U.S.C. §§ 300h-303(e)), which is intended to protect underground sources of water. No commitment for federal financial assistance can be entered into for any project which the U.S. Environmental Protection Agency determines may contaminate an aquifer which is the sole or principal draining water source for an area; and

- b. The Federal Water Pollution Control Act of 1972, as amended, including the Clear Water Act of 1977, Public Law 92-212 (33 U.S.C. §1251, et seq.) which provides for the restoration and maintenance of the chemical, physical and biological integrity of the nation's water.
32. It will comply with HUD Environmental Standards (24 CFR, Part 51 and 44 F.R. 40860-40866).
33. With regard to wildlife, it will comply with:
- a. The Endangered Species Act of 1973, as amended (16 U.S.C. §1531 et seq.). Federally authorized and funded projects must not jeopardize the continued existence of endangered and threatened species or result in the destruction of or modification of habitat of such species which is determined by the U.S. Department of the Interior, after consultation with the state, to be critical; and
 - b. The Fish and Wildlife Coordination Act of 1958, as amended, (16 U.S.C. §661 et seq.) which requires that wildlife conservation receives equal consideration and is coordinated with other features of water resource development programs.

Sign on the next page.

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Signing these assurances means that Applicant/Grantee/Sub recipient agrees to implement its program in accordance with these provisions. Failure to comply can result in serious audit and/or monitoring findings that require repayment of funds to the State or expending Applicant/Grantee/Sub recipient funds to correct deficiencies.

Grantee

By: Matt Jewell

Title: Matt Jewell Parish Pres.

St. Charles Parish – Ormond Area Drainage Improvement
MIT DSP CEA