



# St. Charles Parish

## Supplemental Agenda

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

### Parish Council

*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*

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Monday, July 10, 2023

6:00 PM

Council Chambers, Courthouse

Final

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### ORDINANCES / RESOLUTIONS INTRODUCED FOR PUBLICATION / PUBLIC HEARING

Monday, July 31, 2023, 6:00 pm, Council Chambers, Courthouse, Hahnville

**S\* 1** 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

**S\* 15** 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

**S\* 27** 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

### PERSONS TO ADDRESS THE COUNCIL

**S\* 39** 2023-0176      Mr. Cullen Curole: Restore LA

**Accommodations for Disabled**

St. Charles Parish will upon request and with three (3) days advanced notice provide reasonable accommodation to any disabled individual wishing to attend the meeting. Anyone requiring reasonable accommodation is requested to contact the Office of the Council Secretary at (985) 783-5000 to discuss the particular accommodations needed.

2023-0177

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

**ORDINANCE NO.** \_\_\_\_\_

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.

**WHEREAS,** Ordinance No. 22-5-12 adopted on May 16, 2022, by the St. Charles Parish Council, approved and authorized the execution of a Professional Services Agreement with Danny J. Hebert, P.E., L.L.C., d.b.a. Civil & Environmental Consulting Engineers to perform engineering services for the Department of Recreation West Bank Bridge Park Improvements; and,

**WHEREAS,** sealed bids were received by St. Charles Parish on May 9, 2023, for West Bank Bridge Park Improvements, Phase I, (Project No. RECWB122); and,

**WHEREAS,** Civil & Environmental Consulting Engineers, Danny J. Hebert, P.E., LLC, has reviewed the bids and recommends that the contract be awarded to Kort’s Construction Services, Inc.; and,

**WHEREAS,** St. Charles Parish plans to improve the overall experience for our residents when they visit and utilize the West 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 fencing, back stops, dugouts, sunshades, bleacher covers, pavilion upgrades; and,

**WHEREAS,** fields one and two will be upgraded to turf infields with bermuda grass outfields; 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 Kort’s Construction Services, Inc., for the construction of West Bank Bridge Park Improvements, Phase I, (Project No. RECWB122) is hereby approved and accepted in the lump sum amount of \$1,984,500.00.

**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:

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

CHAIRMAN: \_\_\_\_\_

SECRETARY: \_\_\_\_\_

DLVD/PARISH PRESIDENT: \_\_\_\_\_

APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_

PARISH PRESIDENT: \_\_\_\_\_

RETD/SECRETARY: \_\_\_\_\_

AT: \_\_\_\_\_ RECD BY: \_\_\_\_\_

SECTION 00500

CONTRACT

This agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, by \_\_\_\_\_, hereinafter called the "Contractor", whose business address is Kort's Construction Services, Inc., 2182 Manton Drive, Covington, LA 70433, 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 all of the work required to build, construct and complete in a thorough and workmanlike manner in connection with the following: **WEST BANK BRIDGE PARK IMPROVEMENTS, PHASE I**, Project No. - **RECWBI22**.
- 1.02 The abovementioned work shall be completed in strict accordance with Contract Documents prepared by: Civil & Environmental Consulting Engineers, Danny J. Hebert, P.E., LLC.
- 1.03 It is recognized by the parties herein that said Contract Documents including by way of example and not of limitation, the Drawings and Specifications dated **January 4, 2023**, Addenda number(s) 1, 2, and 3, 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: Construction of new synthetic turf fields at the West Bank Bridge Park in Luling, LA 70070.

## ARTICLE 2

### ENGINEER

- 2.01 The Project has been designed by Civil & Environmental Consulting Engineers, Danny J. Hebert, P.E., LLC who is hereinafter called "Engineer" and who will assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

## ARTICLE 3

### CONTRACT TIME

- 3.01 The Contractor shall complete all of the Work under the Contract within 180 calendar days from the date stated in the Notice to Proceed.

## ARTICLE 4

### LIQUIDATED DAMAGES

- 4.01 Owner and Contractor recognize that the Owner will suffer direct financial loss if Work is not completed within the Contract Time specified plus any extensions thereof allowed in accordance with these General Conditions of this Contract, and therefore, time is of the essence. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Contractor and Surety agree to forfeit and pay Owner **One Thousand** dollars (**\$1,000.00**) per day as Liquidated Damages for delay (but not as a penalty). Such Liquidated Damages will be assessed for each calendar day that expires after the Contract Time. This amount represents a reasonable estimate of Owner's expenses for extended delays and the costs associated therein. This provision shall be effective between the parties ipso facto and without demand or putting in default, it being specifically agreed that the Contractor by his mere failure to complete the work on or before the date specified shall be deemed in default.

## ARTICLE 5

### CONTRACT PRICE

- 5.01 The Owner will pay and the Contractor will accept in full consideration for the performance of the Contract the sum of:
- a) (\$1,984,500) One Million Nine Hundred Eighty Four Thousand and Five Hundred Dollars based on unit prices specified within this contract document. Contract price is firm and subject only to modification by written Change Order agreed to and signed by both parties and the Engineer and approved by the St. Charles Parish Council.

## ARTICLE 6

### PAYMENT PROCEDURES

- 6.01 Contractor shall submit Applications for Payment to the Engineer in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.
- 6.02 Progress Payments. Progress payments will be based upon estimated quantities of contract unit price items or upon estimated percentages of completion of the schedule of lump sum values of labor and materials incorporated into the Work or suitably stored, on the last day of each month or other mutually agreed regular monthly date ending the progress payment period, less retainage.
- 6.03 Application for Payment Form. The form of the Application for Payment must be suitable to the Owner. The Owner reserves the right to withhold payment until the form of Application for Payment is deemed acceptable by the Owner.
- 6.04 Retainage. Per Paragraph 15.01.D retainage shall be withheld and payments will be made by the Owner in the payment amount of:
- a) Ninety percent (90%) of the approved payment applications for projects with contract of less than \$500,000.00; or
  - b) Ninety-five percent (95%) of the approved payment applications for projects with contract prices of \$500,000.01 or greater.
- 6.05 The normal retainage shall not be due the Contractor until after Substantial Completion and expiration of the forty-five (45) day lien period and submission to the Engineer of a clear lien certificate and invoice for retainage.
- 6.06 Final Payment. Upon the final completion of all Work, the Contractor may request a final inspection and may make a final Application for Payment as provided by Paragraph 15.06 of the General Conditions.
- 6.07 Final Acceptance. When Final Acceptance is granted by the Owner, the Owner shall file the certificate with the Recorder of Mortgages for St. Charles Parish.
- 6.08 At the expiration of the lien period the Contractor shall obtain a certificate from the Recorder of Mortgages of the Parish of St. Charles that the Contract is clear of any liens or privileges, and said certificate shall be presented to the Owner for final payment and release of retainage, less any such sums as may be lawfully withheld under the Contract.

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

## ARTICLE 7

### CONTRACTOR'S REPRESENTATIONS

- 7.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
- 7.02 Contractor has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or finishing of the Work.
- 7.03 Contractor has studied carefully all reports of explorations and tests of subsurface physical conditions and drawings of physical conditions which are identified in the Information Available To Bidders and as provided in the General Conditions.
- 7.04 Contractor has obtained and carefully studied (or assumed responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Paragraph 2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or which otherwise may affect the cost, progress, performance or furnishing of the Work as Contractor considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents. In exercising its responsibility with respect to subsurface conditions and physical conditions at the site, Contractor has or will obtain or perform at no additional cost to the Owner such additional examinations, investigations, explorations, tests, reports, studies, or similar information or data as may be required by Contractor for such purposes.

## ARTICLE 8

### CONTRACT DOCUMENTS

- 8.01 The following Contract Documents, which comprise the entire Agreement between Owner and Contractor, are all hereby made a part of that Agreement to the same extent as if incorporated herein in full:
- a) Contract (Section 00500)
  - b) Performance Bond (Section 00611)

- c) Payment Bond (Section 00610)
- d) Insurance Certificates
- e) Advertisement for Bids (Section 00010)
- f) Louisiana Uniform Public Works Bid Form (Section 00300)
- g) Addenda (Numbers 1 to 3 inclusive)
- h) Contract documents bearing the general title "West Bank Bridge Park Improvements, Phase I" dated January 4, 2023.
- i) Drawings, consisting of a cover sheet dated) January 4, 2023 and the sheets listed on Drawing 01; each sheet bearing the following general title: West Bank Bridge Park Improvements, Phase I.
- 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 Engineer on their behalf.

OWNER: Parish of St. Charles

CONTRACTOR:

By: \_\_\_\_\_

By: Wayne Pontiff

Title: \_\_\_\_\_

Title: Vice President

ATTEST:

ATTEST:

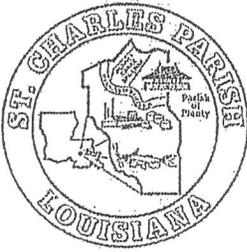
By: \_\_\_\_\_

By: Chris Luce

Title: \_\_\_\_\_

Title: Notary

END OF SECTION



# St. Charles Parish Parks and Recreation

MATTHEW JEWELL  
PARISH PRESIDENT

DUANE FOREI  
DIRECTOR

## NOTICE OF INTENT TO AWARD

May 31, 2023

TO: Wayne Pontiff, Vice President  
Kort's Construction Services, Inc.  
2182 Mandon Drive, Covington, LA 70433  
License Number: 49356

PROJECT NAME: West Bank Bridge Park Improvements, Phase I

PROJECT NO: RECWB122

To Whom It May Concern:

You are hereby notified that your bid dated May 9, 2023, for the above Project has been considered. You are the apparent Lowest Responsible Bidder and may be awarded the Contract once all the required documents have been received, reviewed, successfully voted by the St. Charles Parish Council, and executed by the St. Charles Parish President.

The Contract Price of this award is One Million Eight Hundred Seventy Four Thousand Five Hundred Dollars (\$ 1,874,500.00 ).

**Deliver all documents to:**

Marco Juarez, P.E., M.S.  
Civil & Environmental Consulting Engineers, dba  
Danny J. Hebert, P.E., LLC  
14433 River Road, Hahnville, LA 70070

**Deliver the following documents by Monday, June 5 , 2023**

1. Six (6) original Employment Status Verification Affidavit (Section-SCP-E-00475)  
See La. R.S. 38:2212(B)(3)(a);
2. Six (6) original Non Collusion and Non Solicitation Affidavit (Section-SCP-E-00480)  
See La. R.S. 38:2224;
3. Six (6) original Attestation Clause (Section-SCP-E-00470) See La. R.S. 38:2227;
4. Six (6) original Request to Sublet (Section-SCP-E-00816).

**Deliver the following documents by Thursday, June 15 , 2023**

1. Six (6) originals of the Contract between Owner and Contractor (Section-SCP-E-00500) signed and completed. **Do not date the forms**; this will be accomplished upon execution of the Contract by the Owner. Contract price must agree with amount on Louisiana Uniform Public Work Bid Form (Section-SCP-E-00300).
2. Six (6) original Payment Bond Forms (Section-SCP-E-00610) completed, signed, dated, and sealed. **Do not put date in blank on page 00610-1 & page 00610-2**; this document will be dated upon execution of the Contract by the Owner.
3. Six (6) original Performance Bond Forms (Section-SCP-E-00611) completed, signed, dated, and sealed. **Do not put date in blank on page 00611-1 & page 00611-2**; this document will be dated upon execution of the Contract by the Owner.
4. Six (6) original Certificates of Insurance. Computer generated signature acceptable. The Certificate must name St Charles Parish as an additional insured on all general liability policies and the standard cancellation clause must read as follows:
 

“Should any of the above described policies be canceled or changed by restricted amendment before the expiration date thereof, the issuing Company will give thirty (30) days written notice by registered mail, return receipt requested, to the below named certificate holder.”
5. Six (6) original Authorization Letters from the bonding Company(s), that are issuing the Performance and Payment Bonds to St. Charles Parish, authorizing the Parish to

date the Bonds and Power of Attorney to coincide with the time of execution of the contract by St. Charles Parish. The Bonding Company is to fill in the location where the bond was signed.

6. Six (6) original Authorization Letters from the Contractor authorizing St. Charles Parish to date the contracts on behalf of the Parish at the time of execution of the contracts by St. Charles Parish.

~~Permits – Contractor is responsible for applying and receiving all required permits before construction mobilization. Refer to specifications Section-SCP-E-01800 and Section-SCP-E-01810 for other details and requirements.~~

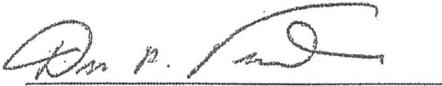
**Construction Schedule – Contractor shall submit a construction schedule within 14 days of the date of this notice to the Engineer and Owner. Schedule items will include, as a minimum, the following:**

- Time frame will be in days with a starting point at Notice to Proceed
- Review and approval time of submittals
- Order and delivery time of critical path items
- Mobilization and construction set up time
- Construction time
- Anticipated Substantial Completion date
- Anticipated Final Change Order submittal date
- Anticipated project closure date

Failure to comply with these conditions within the time specified will entitle Owner to consider the bid abandoned, to annul this Notice of Intent to Award and to declare the Bid Security forfeited.

Within sixty (60) days after compliance with the above conditions, the Owner will return to the Contractor one fully signed counterpart of the Contract Documents.

If you have any questions, or if we can be of any further assistance, please do not hesitate to contact this office at 985-783-5102, Monday through Thursday 7:30am to 4:30pm.



Duane P. Foret  
Director Parks and Recreation

cc: *Matthew Jewell*, St. Charles Parish President  
*Darrin Duhe*, St. Charles Parish Chief Operating Officer  
*Marco Juarez, P.E., M.S.*, Engineering Company Engineer  
*Danny J. Hebert, P.E.*, Engineering Company Engineer  
*Michelle Impastato* – Parish Council Secretary  
*Project File*

JOINT MINUTES OF  
SPECIAL MEETING OF  
THE VOTING SHAREHOLDER AND BOARD OF DIRECTORS OF  
KORT'S CONSTRUCTION SERVICES, INC.  
HELD ON  
January 2, 2023

The Special Joint Meeting of the Voting Shareholder and Board of Directors of Kort's Construction Services, Inc. (the "Corporation"), was duly called and held at 2182 Manton Drive, Covington, Louisiana 70433 on the 2nd day of January 2023, at 9:00 a.m., pursuant to written waiver of notice, set forth below, executed by the sole Director and Voting Shareholder, namely Kort M. Wittich was present and acting throughout, and as evidenced by his signature below, waived formal notice.

The meeting was called to order by Kort M. Wittich, President and sole Director of the Board of Directors. Wayne Pontiff was present as Vice President and as Secretary of the meeting and William Warshauer was also present at the meeting.

The Voting Shareholder approved and ratified the minutes of previous meetings and reviewed the acts and actions of the Corporation, as well as the overall Corporation operations for 2022. The Voting Shareholder then discussed the outlook for the future Corporation business.

The Voting Shareholder re-elected Kort M. Wittich to serve as sole Director of the Corporation for the ensuing year or until his successor is elected and qualified.

The Voting Shareholder re-elected Wayne Pontiff as Vice President and Secretary of the Corporation.

In furtherance of this resolution, Kort Wittich, the Director, is duly authorized to submit proposals and execute agreements on behalf of Kort's Construction Services, Inc. The Director is further authorized to provide such additional information and execute such other documents as may be required by the local, state or federal government in connection with said contracts and to execute any amendments, rescissions, and revisions thereto.

The sole Director of the Corporation expressed a desire to also name Wayne Pontiff, Vice President, and Secretary, in addition to his current duties, is authorized to execute all documents and agreements on behalf of the Corporation and to bid on projects to be performed by the Corporation and is further authorized to provide such additional information and execute such other documents as may be required by the local, state or federal government in connection with said contracts and to execute any amendments, rescissions, and revisions thereto.

After motions duly made, the following resolutions of the Board of Directors were unanimously adopted by the Board of Directors:

**RESOLVED**, that Kort M. Wittich **BE AND IS HEREBY CONFIRMED** to continue his service to the Corporation as President of the Corporation.

**RESOLVED**, that Wayne Pontiff **BE AND IS HEREBY CONFIRMED** to continue his service to the Corporation as Vice President and Secretary of the Corporation; and

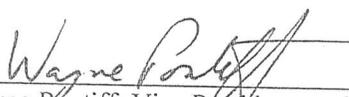
RESOLVED, that the above President, Vice President, and Secretary of the Corporation shall serve as Officers of the Corporation at the pleasure of the Board of Directors and shall have all of the rights, privileges and authority appertaining thereunto during the term of their office; and

ATTESTATION AND RTIFICATION OF MINUTES AND WAIVER OF NOTICE:

  
Kort M. Wittich  
President and Sole Director  
Kort's Construction Services, Inc.  
Dated: January 2, 2023

There being no additional business, said joint meeting of the Shareholder and the Board of Directors was adjourned.

Dated: January 2, 2023

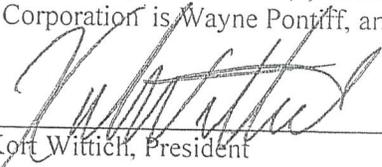
  
Wayne Pontiff, Vice President, and Secretary  
Kort's Construction Services, Inc.

\* \* \* \* \*

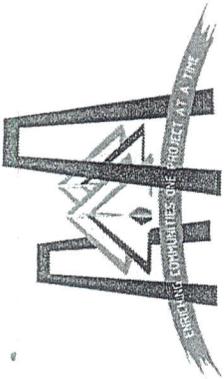
CERTIFICATE

I, the undersigned Secretary of Kort's Construction Services, Inc., a corporation organized under the laws of the State of Louisiana, hereby certify that the above is a true, full, complete and correct copy of elections and resolutions unanimously adopted, on motions duly made at a joint meeting of the Voting Shareholder and Board of Directors of the corporation held on January 2, 2023, pursuant to due notice or waiver of notice, at which meeting the sole Voting Shareholder and sole member of the Board of Directors was present and acting throughout in person, and that the election and resolutions are duly entered upon the minute book of the corporation, are now in full force and effect, and have not been amended, changed, modified, rescinded, or repealed in any way.

I further certify that: (a) Kort M. Wittich is the sole member of the Board of Directors of the Corporation and (b) the President of the Corporation is Kort M. Wittich, (c) the Secretary of the Corporation is Wayne Pontiff, and that Wayne Pontiff is the Vice President.

  
Kort Wittich, President  
Kort's Construction Services, Inc

  
Wayne Pontiff, Vice President, and Secretary,  
Kort's Construction Services, Inc



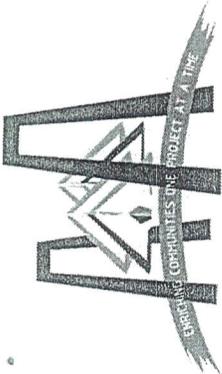
Civil & Environmental Consulting Engineers  
 Danny J. Hebert, P.E., L.L.C.  
 1435 River Road  
 Johnsonville, LA 70057  
 www.hebertengineering.com  
 phone: (985) 785-2380



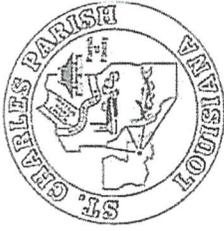
PROJECT TITLE: West Bank Bridge Park Improvements, Phase I  
 PROJECT No.: RECWB122  
 DATE & TIME: Tuesday, May 9, 2023, at 2:00 p.m.  
 ENGINEER'S BASE BID ESTIMATE: \$ 2,047,830.00

*[Handwritten signature]*

BIDDER	ADDRESS incl EMAIL	LICENSE NUMBER	Required at Time of Bid Opening					BASE BID	ALTERNATE NO. 1	ALTERNATE NO. 2	ALTERNATE NO. 3	TOTAL (BASE BID + ALL ALTERNATES)	NOTES
			LICENSE No. on ENVELOPE	ACKNOWLEDGE ALL ADDENDA	BID FORM 00300	BID BOND 00410	CORPORATE RES. 00485						
ACT Global Americas Inc.	4201 West Parmer Lane, Ste B175 Austin, TX 78727 Email: rreid@actglobal.com	65569											
Athletic Turf Solutions, LLC	1711 Highway 90 W Jennings, LA 70546 Email: daniel@ats-la.com	65097											
Batco Construction & Maintenance	21 29th Street, Kenner, LA 70062 Email: smorvant@batcoconstruction.com	32179	✓	✓	✓	✓	2,597,900	27,200	4,300	78,700			
Cuzan Services, LLC	P.O. Box 481 Belle Chasse, LA 70037 Email: cuzanservices@gmail.com	45475	✓	✓	✓	✓	2,580,000	32,000	46,000	130,000			
Cycle Construction Company, LLC	6 East Third St. Kenner, LA 70062 Email: estimating@cycleconstruction.com	36961											
Fieldturf USA, Inc.	7445 Cote de Liesse, Suite 200 Montreal, H4T 1 Email: bryan.cox@fieldturf.com	45097											
Garden Environments, Inc., d.b.a. Wolf Group Construction	11438 River Road St. Rose, LA 70001 Email: wolfgroupconstruction@gmail.com	59207	✓	✓	✓	✓	1,999,999	50,000	55,000	250,000			
GeoSurfaces, Inc.	7080 St. Gabriel Ave., Suite A St. Gabriel, LA 70776 Email: Ben@geosurfaces.com	67614	✓	✓	✓	✓	2,400,000	69,000	78,400	158,800			
Guy Hopkins Construction Co., Inc.	13855 W. Amber Ave. Baton Rouge, LA 70809 Email: estimating@guyhopkins.com	18310											
Hellas Construction, Inc.	12710 Research Boulevard, Suite 240 Austin, TX 78759 Email: theath@hellasconstruction.com	42197											
LA Contracting Enterprises LLC	1645 Saint Patrick Street Thibodaux, LA 70301 Email: bidding@la-cont.com	34263	✓	✓	✓	✓	2,379,885	43,000	51,000	130,000			



Civil & Environmental Consulting Engineers  
 Danny J. Hebert, P.E., LLC  
 14433 River Road  
 Hahnville, LA 70027  
 www.hebertengineering.com  
 phone: (985) 785-2380



PROJECT TITLE: West Bank Bridge Park Improvements, Phase I  
 PROJECT No.: RECWB122  
 DATE & TIME: Tuesday, May 9, 2023, at 2:00 p.m.  
 ENGINEER'S BASE BID ESTIMATE: \$ 2,047,830.00

*M. Barnes*

BIDDER	ADDRESS incl EMAIL	LICENSE NUMBER	Required at Time of Bid Opening					BASE BID	ALTERNATE NO. 1	ALTERNATE NO. 2	ALTERNATE NO. 3	TOTAL (BASE BID + ALL ALTERNATES)	NOTES
			LICENSE No. on ENVELOPE	ACKNOWLEDGE ALL ADDENDA	BID FORM 00300	BID BOND 00410	CORPORATE RES. 00485						
Precision Construction & Contracting, LLC	P.O. Box 320 Lone Jack, MO 64070 Email: M.Barnes@PCC.Build	62206											
Sprinturf, LLC	146 Fairchild St., Suite 150 Daniel Island, SC 29492 Email: cweish@sprinturf.com	58528											
T3 Global Projects LLC	3118 Balis Dr., B17 Baton Rouge, LA 70808 Email: roberto@t3globalprojects.com	56016											
Kort's Construction	2182 Nanton Dr. Covington, LA 70433	49356	✓	✓	✓	✓	✓	1,874,500	45,000	50,000	110,000		

2023-0178

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

**ORDINANCE NO.** \_\_\_\_\_

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.

**WHEREAS,** Ordinance No. 22-5-12 adopted on May 16, 2022, by the St. Charles Parish Council, approved and authorized the execution of a Professional Services Agreement with Danny J. Hebert, P.E., L.L.C., d.b.a. Civil & Environmental Consulting Engineers to perform engineering services for the Department of Recreation West Bank Bridge Park Improvements; and,

**WHEREAS,** sealed bids were received by St. Charles Parish on June 6, 2023, for West Bank Bridge Park Improvements, Phase 1 Lighting, (Project No. RECWB122); and,

**WHEREAS,** Civil & Environmental Consulting Engineers, Danny J. Hebert, P.E., LLC, has reviewed the bids and recommends that the contract be awarded to All Star Electric, Inc.; and,

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

**WHEREAS,** this project will include lighting updates to fields one and two as well as the tennis courts and pickle ball courts that will be added in a separate phase; and,

**WHEREAS,** this project will include all new metal poles and L.E.D. lights that will be more durable during high wind weather events as well as being energy efficient and provide high quality lighting on the playing surfaces; and,

**WHEREAS,** new scoreboards will be installed to match the more modern look and feel of the turf infields as well as the all new fencing and team dug outs; 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 All Star Electric, Inc., for the construction of West Bank Bridge Park Improvements, Phase 1 Lighting, (Project No. RECWB122) is hereby approved and accepted in the lump sum amount of \$1,189,422.00.

**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:

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

CHAIRMAN: \_\_\_\_\_

SECRETARY: \_\_\_\_\_

DLVD/PARISH PRESIDENT: \_\_\_\_\_

APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_

PARISH PRESIDENT: \_\_\_\_\_

RETD/SECRETARY: \_\_\_\_\_

AT: \_\_\_\_\_ RECD BY: \_\_\_\_\_

**SECTION 00500****CONTRACT**

This agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, by \_\_\_\_\_, hereinafter called the "Contractor", whose business address is All Star Electric, Inc., 1208 Bert St., LaPlace, LA 70068, 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 all of the work required to build, construct and complete in a thorough and workmanlike manner in connection with the following: **WEST BANK BRIDGE PARK IMPROVEMENTS, PHASE I LIGHTING, PROJECT NO. – RECWB122.**
- 1.02 The abovementioned work shall be completed in strict accordance with Contract Documents prepared by: Civil & Environmental Consulting Engineers, Danny J. Hebert, P.E., LLC.
- 1.03 It is recognized by the parties herein that said Contract Documents including by way of example and not of limitation, the Drawings and Specifications dated March 17, 2023, Addenda number(s) 1, 2, and 3, 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: Installation of new light poles and fixtures for baseball fields 1 and 2 and the tennis courts at the West Bank Bridge Park in Luling, LA 70070.

**ARTICLE 2****ENGINEER**

- 2.01 The Project has been designed by Civil & Environmental Consulting Engineers, Danny J. Hebert, P.E., LLC who is hereinafter called "Engineer" and who will assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

### ARTICLE 3

#### CONTRACT TIME

- 3.01 The Contractor shall complete all of the Work under the Contract within 180 calendar days from the date stated in the Notice to Proceed.

### ARTICLE 4

#### LIQUIDATED DAMAGES

- 4.01 Owner and Contractor recognize that the Owner will suffer direct financial loss if Work is not completed within the Contract Time specified plus any extensions thereof allowed in accordance with these General Conditions of this Contract, and therefore, time is of the essence. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Contractor and Surety agree to forfeit and pay Owner **One Thousand** dollars (**\$1,000.00**) per day as Liquidated Damages for delay (but not as a penalty). Such Liquidated Damages will be assessed for each calendar day that expires after the Contract Time. This amount represents a reasonable estimate of Owner's expenses for extended delays and the costs associated therein. This provision shall be effective between the parties ipso facto and without demand or putting in default, it being specifically agreed that the Contractor by his mere failure to complete the work on or before the date specified shall be deemed in default.

### ARTICLE 5

#### CONTRACT PRICE

- 5.01 The Owner will pay and the Contractor will accept in full consideration for the performance of the Contract the sum of:
- a) **(\$1,189,422.00) One Million One Hundred Eighty Nine Thousand Four Hundred Twenty Two** Dollars based on unit prices specified within this contract document. Contract price is firm and subject only to modification by written Change Order agreed to and signed by both parties and the Engineer and approved by the St. Charles Parish Council.

## ARTICLE 6

## PAYMENT PROCEDURES

- 6.01 Contractor shall submit Applications for Payment to the Engineer in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.
- 6.02 Progress Payments. Progress payments will be based upon estimated quantities of contract unit price items or upon estimated percentages of completion of the schedule of lump sum values of labor and materials incorporated into the Work or suitably stored, on the last day of each month or other mutually agreed regular monthly date ending the progress payment period, less retainage.
- 6.03 Application for Payment Form. The form of the Application for Payment must be suitable to the Owner. The Owner reserves the right to withhold payment until the form of Application for Payment is deemed acceptable by the Owner.
- 6.04 Retainage. Per Paragraph 15.01.D retainage shall be withheld and payments will be made by the Owner in the payment amount of:
- a) Ninety percent (90%) of the approved payment applications for projects with contract of less than \$500,000.00; or
  - b) Ninety-five percent (95%) of the approved payment applications for projects with contract prices of \$500,000.01 or greater.
- 6.05 The normal retainage shall not be due the Contractor until after Substantial Completion and expiration of the forty-five (45) day lien period and submission to the Engineer of a clear lien certificate and invoice for retainage.
- 6.06 Final Payment. Upon the final completion of all Work, the Contractor may request a final inspection and may make a final Application for Payment as provided by Paragraph 15.06 of the General Conditions.
- 6.07 Final Acceptance. When Final Acceptance is granted by the Owner, the Owner shall file the certificate with the Recorder of Mortgages for St. Charles Parish.
- 6.08 At the expiration of the lien period the Contractor shall obtain a certificate from the Recorder of Mortgages of the Parish of St. Charles that the Contract is clear of any liens or privileges, and said certificate shall be presented to the Owner for final payment and release of retainage, less any such sums as may be lawfully withheld under the Contract.

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

## ARTICLE 7

### CONTRACTOR'S REPRESENTATIONS

- 7.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
- 7.02 Contractor has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or finishing of the Work.
- 7.03 Contractor has studied carefully all reports of explorations and tests of subsurface physical conditions and drawings of physical conditions which are identified in the Information Available To Bidders and as provided in the General Conditions.
- 7.04 Contractor has obtained and carefully studied (or assumed responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Paragraph 2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or which otherwise may affect the cost, progress, performance or furnishing of the Work as Contractor considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents. In exercising its responsibility with respect to subsurface conditions and physical conditions at the site, Contractor has or will obtain or perform at no additional cost to the Owner such additional examinations, investigations, explorations, tests, reports, studies, or similar information or data as may be required by Contractor for such purposes.

## ARTICLE 8

### CONTRACT DOCUMENTS

- 8.01 The following Contract Documents, which comprise the entire Agreement between Owner and Contractor, are all hereby made a part of that Agreement to the same extent as if incorporated herein in full:
- a) Contract (Section 00500)
  - b) Performance Bond (Section 00611)

- c) Payment Bond (Section 00610)
- d) Insurance Certificates
- e) Advertisement for Bids (Section 00010)
- f) Louisiana Uniform Public Works Bid Form (Section 00300)
- g) Addenda (Numbers 1 to 3 inclusive)
- h) Contract documents bearing the general title "West Bank Bridge Park Improvements, Phase I Lighting" dated March 17, 2023.
- i) Drawings, consisting of a cover sheet dated) March 17, 2023 and the sheets listed on Drawing 01; each sheet bearing the following general title: West Bank Bridge Park Improvements, Phase I Lighting.
- 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 Engineer on their behalf.

OWNER: Parish of St. Charles

CONTRACTOR:

By: \_\_\_\_\_

By:  \_\_\_\_\_

Title: \_\_\_\_\_

Title: U. P. TODD DESSEMET

ATTEST:

ATTEST:

By: \_\_\_\_\_

By:  \_\_\_\_\_

Title: \_\_\_\_\_

Title: OPERATIONS MANAGER

END OF SECTION



# St. Charles Parish Parks and Recreation

MATTHEW JEWELL  
PARISH PRESIDENT

DUANE FORET  
DIRECTOR

## NOTICE OF INTENT TO AWARD

June 13, 2023

TO: Todd Desselles, Vice President  
All Star Electric, Inc.  
1208 Bert St., Laplace, LA 70068  
License Number: 38186

PROJECT NAME: West Bank Bridge Park Improvements, Phase I Lighting

PROJECT NO: RECWB122

To Whom It May Concern:

You are hereby notified that your bid dated June 6, 2023, for the above Project has been considered. You are the apparent Lowest Responsible Bidder and may be awarded the Contract once all the required documents have been received, reviewed, successfully voted by the St. Charles Parish Council, and executed by the St Charles Parish President.

The Contract Price of this award is One Million One Hundred Eighty Nine Thousand Four Hundred Twenty Two Dollars (\$ 1,189,422.00 ).

**Deliver all documents to:**

Engineer  
Civil & Environmental Consulting Engineers  
Danny J. Hebert, P.E., LLC  
14433 River Road, Hahnville, LA 70057

**Deliver the following documents by Tuesday, June 20, 2023**

1. Six (6) original Employment Status Verification Affidavit (Section-SCP-E-00475)  
See La. R.S. 38:2212(B)(3)(a);
2. Six (6) original Non Collusion and Non Solicitation Affidavit (Section-SCP-E-00480)  
See La. R.S. 38:2224;
3. Six (6) original Attestation Clause (Section-SCP-E-00470) See La. R.S. 38:2227;
4. Six (6) original Request to Sublet (Section-SCP-E-00816).

**Deliver the following documents by Thursday, June 29, 2023**

1. Six (6) originals of the Contract between Owner and Contractor (Section-SCP-E-00500) signed and completed. **Do not date the forms**; this will be accomplished upon execution of the Contract by the Owner. Contract price must agree with amount on Louisiana Uniform Public Work Bid Form (Section-SCP-E-00300).
2. Six (6) original Payment Bond Forms (Section-SCP-E-00610) completed, signed, dated, and sealed. **Do not put date in blank on page 00610-1 & page 00610-2**; this document will be dated upon execution of the Contract by the Owner.
3. Six (6) original Performance Bond Forms (Section-SCP-E-00611) completed, signed, dated, and sealed. **Do not put date in blank on page 00611-1 & page 00611-2**; this document will be dated upon execution of the Contract by the Owner.
4. Six (6) original Certificates of Insurance. Computer generated signature acceptable. The Certificate must name St Charles Parish as an additional insured on all general liability policies and the standard cancellation clause must read as follows:

“Should any of the above described policies be canceled or changed by restricted amendment before the expiration date thereof, the issuing Company will give thirty (30) days written notice by registered mail, return receipt requested, to the below named certificate holder.”

5. Six (6) original Authorization Letters from the bonding Company(s), that are issuing the Performance and Payment Bonds to St. Charles Parish, authorizing the Parish to date the Bonds and Power of Attorney to coincide with the time of execution of the

contract by St. Charles Parish. The Bonding Company is to fill in the location where the bond was signed.

6. Six (6) original Authorization Letters from the Contractor authorizing St. Charles Parish to date the contracts on behalf of the Parish at the time of execution of the contracts by St. Charles Parish.

**Permits – Contractor is responsible for applying and receiving all required permits before construction mobilization. Refer to specifications Section-SCP-E-01800 and Section-SCP-E-01810 for other details and requirements.**

**Construction Schedule – Contractor shall submit a construction schedule within 14 days of the date of this notice to the Engineer and Owner. Schedule items will include, as a minimum, the following:**

- Time frame will be in days with a starting point at Notice to Proceed
- Review and approval time of submittals
- Order and delivery time of critical path items
- Mobilization and construction set up time
- Construction time
- Anticipated Substantial Completion date
- Anticipated Final Change Order submittal date
- Anticipated project closure date

Failure to comply with these conditions within the time specified will entitle Owner to consider the bid abandoned, to annul this Notice of Intent to Award and to declare the Bid Security forfeited.

Within sixty (60) days after compliance with the above conditions, the Owner will return to the Contractor one fully signed counterpart of the Contract Documents.

If you have any questions, or if we can be of any further assistance, please do not hesitate to contact this office at 985-783-5102, Monday through Thursday 7:30am to 4:30pm.



Duane P. Foret  
Director Parks and Recreation

cc: *Matthew Jewell*, St. Charles Parish President  
*Darrin Duhe*, St. Charles Parish Chief Operating Officer  
*Marco Juarez, P.E., M.S.*, Engineering Company Engineer  
*Danny J. Hebert, P.E.*, Engineering Company Engineer  
*Michelle Impastato* – Parish Council Secretary  
*Project File*

SECTION 00485

AUTHORITY TO EXECUTE CONTRACT

CORPORATE RESOLUTION

A meeting of the Board of Directors of ALL STAR Electric INC a corporation organized under the laws of the State of Louisiana and domiciled in ST. JOHN BAPTIST Parish was held this 9th 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 Todd Desselles 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, Connie Boudreau hereby certify that I am the Secretary of ALL STAR Electric INC a corporation created under the laws of the State of Louisiana domiciled in St John Baptist 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 9th day of June, 2023, as said resolution appears of record in the Official Minutes of the Board of Directors in my possession.

This 12 day of June, 2023.

Connie Boudreau  
SECRETARY

END OF SECTION



Civil & Environmental Consulting Engineers  
 Danny J. Hebert, P.E., LLC  
 14433 River Road  
 Hahnville, LA 70057  
 www.hebertengineering.com  
 phone: (985) 7852380



PROJECT TITLE: West Bank Bridge Park Improvements, Phase I Lighting  
 PROJECT No.: RECWB122  
 DATE & TIME: Tuesday, June 6, 2023, at 2:00 p.m.  
 ENGINEER'S BASE BID ESTIMATE: \$ 1,257,100.00

BIDDER	ADDRESS incl EMAIL	LICENSE NUMBER	Required at Time of Bid Opening					BASE BID	NOTES
			LICENSE No. on ENVELOPE	ACKNOWLEDGE ALL ADDENDA	BID FORM 00300	BID BOND 00410	CORPORATE RES. 00485		
All Star Electric, Inc.	1208 Bert St. LaPlace, LA 70068 Email: bfos@allstar-electric.com	38186	✓	✓	✓	✓	✓	1,189,422.00	
Bayou Electrical Service	1843 Peters Road Harvey, LA 70058 Email: markm@bayouelectrical.net	39094							
Cuzan Services, LLC	P.O. Box 481 Belle Chasse, LA 70037 Email: cuzanservices@gmail.com	45475	✓	✓	✓	✓	✓	1,626,000.00	
H. Rocker Electric Company, Inc.	47219 Conrad E. Anderson Hammond, LA 70401 Email: jared@hrockerelectric.com	10787							
ISG, a JB Group of LA Company	3002 Ruby St. Gonzales, LA Email: dbreeland@isg.work Email: ronniebreeland@gmail.com	63444	✓	✓	✓	✓	✓	1,343,427.00	
Preferred Electric, Inc.	4712 E. Old Spanish Trail Jeanerette, LA 70544 Email: jeff@preferredelectric.net Email: Jblouin@preferredelectric.net	25666							
Ready Power, L.L.C.	4809 Clio Street New Orleans, LA 70125 Email: jrooney@readypowerusa.com	51843							
Walter J. Barnes Electric Co., Inc.	400 Dakin Street Jefferson, LA 70181 Email: estimating@wjbe.com	448	✓	✓	✓	✓	✓	1,290,000.00	

2023-0179

**INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT  
(DEPARTMENT OF LEGAL SERVICES)**

**ORDINANCE NO.** \_\_\_\_\_

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).

**WHEREAS,** the Parish and this District are commissioned with hurricane protection, comprehensive flood control and drainage for the residents and commercial entities of St. Charles Parish, State of Louisiana; and,

**WHEREAS,** LBLD, in conjunction with the United States Army Corps of Engineers (USACE), entered into a Cooperative Endeavor Agreement with St. Charles Parish on April 2, 2014, within which LBLD agreed to operate, repair, rehabilitate and maintain the existing levees and future levees on the west bank of the Mississippi River in the Parish of St. Charles more commonly known as the West Bank Hurricane Protection Levee System, including Magnolia Ridge, Willowridge, West Bank & Vicinity, Western Tie – In, Davis Pond Levee, Ellington and the Sunset Levee; and,

**WHEREAS,** LBLD desires to perform a levee lift for the Sunset Levee located within the West Bank Hurricane Protection Levee System in St. Charles Parish, known as THE Upper Barataria Risk Reduction Segment 2 – Sunset Levee CPRA Project No. BA-0220 (hereinafter also referred to as “Project A”); and,

**WHEREAS,** Project A is an integrated coastal protection project eligible for funding under Section 105 of the Gulf of Mexico Energy Security Act (GOMESA,) Act of 2006 (Title I of Division C of Public Law 109-432; 43 U.S.C. 1331 *et seq.*: 120 Stat. 3000), 30 C.F.R. Parts 219 and 1219, Louisiana Constitution Article VII, Sections 9(8), 10.1 and 10.2, and La. R.S. 49:214.5.4(E); and,

**WHEREAS,** Project A is consistent with the State of Louisiana’s 2017 Coastal Master Plan and Fiscal Year 2023 Annual Plan, and is identified as eligible for allocation of proposed GOMESA funding, contingent upon funding being made available to the State of Louisiana for the Project; and,

**WHEREAS,** as a requirement for completion of the Project, LBLD needs to construct an access roadway to the Sunset Levee across certain immovable property owned and operated by St. Charles Parish; and,

**WHEREAS,** the Parish is the owner of certain immovable property located in Des Allemands, Louisiana, Parish of St. Charles per an Act of Donation from Chevron U.S.A. Inc., more fully known as the Des Allemands Boat Launch; and,

**WHEREAS,** Parish desires to construct an access roadway and surcharge area for a future boat ramp located on Bayou Des Allemands in St. Charles Parish, known as Des Allemands Boat Launch (hereinafter referred to as “Project B”); and,

**WHEREAS,** Project B is a project eligible for funding from St. Charles Parish, including funding from CPRA funds and HB1 funds; and,

**WHEREAS,** this Cooperative Endeavor Agreement (hereinafter also referred to as the “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 benefits for itself and the public at least equal to the costs and responsibilities undertaken pursuant to this Agreement; and,

**WHEREAS,** the purpose of this Agreement is to define the respective rights, duties, responsibilities, obligations, and liabilities between LBLD and the Parish assumed under this Agreement with respect to Project A and Project B.

**THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:**

**SECTION I.** That the 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) is hereby approved and accepted.

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

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

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

CHAIRMAN: \_\_\_\_\_

SECRETARY: \_\_\_\_\_

DLVD/PARISH PRESIDENT: \_\_\_\_\_

APPROVED : \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_

PARISH PRESIDENT: \_\_\_\_\_

RETD/SECRETARY: \_\_\_\_\_

AT: \_\_\_\_\_ RECD BY: \_\_\_\_\_

**COOPERATIVE ENDEAVOR AGREEMENT  
BETWEEN LAFOURCHE BASIN LEVEE DISTRICT AND ST. CHARLES PARISH**

**THIS COOPERATIVE ENDEAVOR AGREEMENT** is entered into by and between:

**LAFOURCHE BASIN LEVEE DISTRICT**, (hereinafter also identified as “LBLD”) a political subdivision created by the Louisiana Legislature, represented herein by **DONALD RAY HENRY**, its Executive Director, whose mailing address is 21380 Louisiana Highway 20, Vacherie, Louisiana 70090, duly authorized by a Resolution of the Board of Commissioners adopted on the \_\_\_\_ day of \_\_\_\_\_, 2023, a copy of which is attached hereto and made a part hereof; and

**ST. CHARLES PARISH**, (hereinafter also identified as “Parish”) a political subdivision of the State of Louisiana, herein represented by **MATTHEW L. JEWELL**, its Parish President, whose mailing address is P. O. Box 302, Hahnville, Louisiana, 70057, duly authorized pursuant to Ordinance No. \_\_\_\_\_, adopted by the St. Charles Parish Council on the \_\_\_\_ day of \_\_\_\_\_, 2023, a copy of which is attached hereto and made a part hereof;

**who hereby agree as follows:**

**WHEREAS**, Article VII, Section 14(c) of the Louisiana Constitution of 1974 provides in pertinent part that ... *“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**, LBLD is authorized under La. R.S. 38:281, et seq., La. R.S. 38:301, and 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 LBLD, and for 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, 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**, LBLD is a legislatively created local political subdivision district of the State of Louisiana with the statutory authority to contract, including cooperative endeavor agreements, for the construction, operation, maintenance, repair, care, rehabilitation, or replacement of any flood control project; and

**WHEREAS**, the Parish, acting through the Parish Council for St. Charles Parish, has constitutional and statutory authority under its Home Rule Charter to enter into cooperative endeavor agreements with other political subdivisions or political corporations; and

**WHEREAS**, LBLD and St. Charles Parish are commissioned with hurricane protection, comprehensive flood control, and drainage for the residents and commercial entities of St. Charles Parish, State of Louisiana; and

**WHEREAS**, LBLD, in conjunction with the United States Army Corps of Engineers (USACE), entered into a Cooperative Endeavor Agreement with St. Charles Parish on April 2, 2014, within which LBLD agreed to operate, repair, rehabilitate and maintain the existing levees and future levees on the west bank of the Mississippi River in the Parish of St. Charles more commonly known as the West Bank Hurricane Protection Levee System, including Magnolia Ridge, Willowridge, West Bank & Vicinity, Western Tie – In, Davis Pond Levee, Ellington and the Sunset Levee; and

**WHEREAS**, LBLD desires to perform a levee lift for the Sunset Levee located within the West Bank Hurricane Protection Levee System in St. Charles Parish, known as THE Upper Barataria Risk Reduction Segment 2 – Sunset Levee CPRA Project No. BA-0220 (hereinafter also referred to as “Project A”); and

**WHEREAS**, Project A is an integrated coastal protection project eligible for funding under Section 105 of the Gulf of Mexico Energy Security Act (GOMESA,) Act of 2006 (Title I of Division C of Public Law 109-432; 43 U.S.C. 1331 *et seq.*: 120 Stat. 3000), 30 C.F.R. Parts 219 and 1219, Louisiana Constitution Article VII, Sections 9(8), 10.1 and 10.2, and La. R.S. 49:214.5.4(E); and

**WHEREAS**, Project A is consistent with the State of Louisiana’s 2017 Coastal Master Plan and Fiscal Year 2023 Annual Plan, and is identified as eligible for allocation of proposed GOMESA funding, contingent upon funding being made available to the State of Louisiana for the Project; and

**WHEREAS**, as a requirement for completion of the Project, LBLD needs to construct an access roadway to the Sunset Levee across certain immovable property owned and operated by St. Charle Parish; and

**WHEREAS**, the Parish is the owner of certain immovable property located in Des Allemands, Louisiana, Parish of St. Charles per an Act of Donation from Chevron U.S.A. Inc., as more fully recorded in the conveyance records of the Parish of St. Charles in COB 905, Folio 402 under entry number 458551, and per an Act of Donation from Chevron U.S.A. Inc., as more fully

recorded in the conveyance records of the Parish of St. Charles in COB 927, Folio 584 under entry number 472681; and

**WHEREAS**, Parish desires to construct an access roadway and surcharge area for a future boat ramp located on Bayou Des Allemands in St. Charles Parish, known as Des Allemands Boat Launch (hereinafter referred to as “Project B”); and

**WHEREAS**, Project B is a project eligible for funding from St. Charles Parish, including funding from CPRA funds and HB1 funds; and

**WHEREAS**, this Cooperative Endeavor Agreement (hereinafter also referred to as the “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 benefits for itself and the public at least equal to the costs and responsibilities undertaken pursuant to this Agreement; and

**WHEREAS**, the purpose of this Agreement is to define the respective rights, duties, responsibilities, obligations, and liabilities between LBLD and the Parish assumed under this Agreement with respect to Project A and Project B; and

**WHEREAS**, LBLD and the Parish have the complete legal authority and capacity to enter into the terms of this Agreement;

**NOW, THEREFORE**, in consideration of the premises and mutually dependent covenants contained herein, **IT IS AGREED AS FOLLOWS:**

1. The term Project as used herein shall mean:
  - a. Project A: To increase the height of the Sunset Levee (levee lift) located within the West Bank Hurricane Protection Levee System;
  - b. Project B: to construct an access roadway and surcharge area across certain immovable property owned and operated by St. Charles Parish as reflected on the Attachment A, which is necessary for LBLD to construct Project A; and
  - c. Any measures determined to be necessary to complete Project A for the West Bank Hurricane Protection Levee System.
2. The term “Agreement” or “Cooperative Endeavor Agreement” (CEA) as used herein means this Agreement or any exhibits or attachments referenced and specifically incorporated by reference herein entered into by LBLD and the Parish in furtherance of this Project.
3. LBLD agrees to manage the joint bidding and construction of the Project that will construct Project A and Project B.
4. The obligations of LBLD under this Agreement shall include:

- a. Acquire any and all local, state, and federal permits required for the construction of Project A;
- b. Prepare, along with St. Charles Parish, a construction bid package combining Project A and Project B. This package will need to be submitted and approved by CPRA prior to advertisement for bidding. The bid package will also be presented to the Parish for review and comment relative to those items pertinent to Project B;
- c. Coordination with CPRA on project updates and reimbursement requests related to Project A;
- d. With St. Charles Parish being involved in the review and acceptance process, LBLD will advertise the Project, receive bids, and award the Project to the lowest responsible bidder on the project which will be performed. The lowest bid for the project shall be defined as the sum of the cost of Project A plus the cost of Project B;
- e. Notify the Parish of the intended award of the contract, the expected cost for Project B, and the expected date for commencement of the construction work;
- f. Administer the construction contract with the selected contractor, including construction administration, construction monitoring, and construction inspection;
- g. At the beginning of construction, provide an estimate to the Parish of the anticipated construction administration, monitoring, inspection, and testing fees that will be prorated toward Project B during the course of construction;
- h. Approve monthly pay requests by the contractor, and submit an invoice to the Parish for their portion of the construction work as related to Project B, inclusive of the construction fees shown above in item (g);
- i. Notify the Parish of any construction issues relative to Project B;
- j. Notify the Parish prior to completion of the construction work for Project B and facilitate a final inspection of the work with the Parish;
- k. Perform project close-out and final invoicing to the Parish upon completion of the work; and
- l. Timely provide St. Charles Parish with all inspection reports, change orders, change directives or other proposed modifications to Project B;

5. The obligations of the Parish under this Agreement shall include:

- a. Provide to LBLD final construction plans, geotechnical reports, and specifications for Project B certified by a Professional Engineer properly licensed in the State of Louisiana;
- b. Provide to LBLD and maintain through the duration of the project all documents relative to all local, state, and federal permits required and obtained for Project B;
- c. Provide to LBLD an engineer's construction cost estimate for Project B;
- d. Provide written approval to LBLD of the expected cost for Project B and that sufficient funds to cover the estimated construction cost for Project B have been properly budgeted by the Parish and that the funds will be available prior

- to the first public advertisement date. It is the intent of this item to satisfy La. R.S. 38:2212 requirement of properly budgeting funds prior to issuance of public advertisement for the Project;
- e. Coordination with CPRA on project updates and reimbursement requests related to Project B;
  - f. Work closely with LBLD relative to any construction issues as noticed by LBLD per items 4. g, h, and i above;
  - g. Immediately approve, process and make payment to LBLD for monthly construction cost invoices within thirty (30) calendar days of receipt of the invoice from LBLD; and
  - h. At the completion of construction, provide written confirmation that all construction work relative to this agreement have been satisfactorily completed, pay all outstanding invoices and retainage to LBLD, and written confirmation that all requirements of this agreement have been satisfied.
6. LBLD and the Parish further agree the Parish will pay for all costs incurred for the construction of Project B, and LBLD will pay for all costs incurred for the construction of Project A.
  7. As a condition precedent to its undertaking and/or commencement of any of the aforementioned work, LBLD shall provide the Parish a written request for approval and authorization of said work. The Parish shall not unreasonably withhold said approval and authorization of said work and agrees to provide a response within thirty (30) days from the date of the written request. If the Parish does not approve or authorize said work, the Parish will not participate either financially or otherwise in the cost of said work. If LBLD fails to request said approval or authorization from the Parish, the Parish shall not be liable financially or otherwise for any of the costs of said work.
  8. LBLD agrees to invoice the Parish on a monthly basis and provide proper supporting documentation with said invoice for the work contemplated by this Project and actually performed during the preceding month.
  9. LBLD acknowledges that any improvements made to the property referenced herein for the construction of the access roadway will become the property of St. Charles Parish in full 100% ownership.
  10. LBLD shall defend, hold harmless and indemnify the Parish for injury to persons or property arising out of the existence, maintenance, operation or repair of the levees and structures for which they have assumed responsibility as set out hereinabove.
  11. LBLD shall secure and maintain for the duration of this Agreement at their expense such insurance that will protect them and the Parish from claims for bodily injury, death or property damage which may arise from performance of services under this Agreement. The required minimum insurance coverage and limits are as follows:

- a. Worker's Compensation insurance: Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of Louisiana with Employers Liability included equal to the maximum statutory limits per accident/per disease/per employee.
- b. Commercial General Liability Insurance: Commercial General Liability insurance shall have a minimum limit per occurrence of TWO MILLION AND NO/100THS (\$2,000,000.00) DOLLARS and a minimum general aggregate of TWO MILLION AND NO/100THS (\$2,000,000.00) DOLLARS.
- c. Automobile Liability: Automobile Liability insurance shall have a minimum combined single limit per occurrence of ONE MILLION AND NO/100THS (\$1,000,000.00) DOLLARS.

All required insurance shall be provided by a company or companies lawfully authorized to do business in the State of Louisiana. Insurance shall be placed with insurers with a A.M. Best's rating of A-:VI or higher. This rating requirement may be waived for workers compensation coverage only.

It is agreed and understood that both LBLD shall provide Certificates of Insurance reflecting proof of required minimum insurance coverage and limits and naming of St. Charles Parish as an additional insured within ten (10) days of the execution of this Agreement. LBLD shall include all subcontractors as insureds under its policies or shall be responsible for verifying and maintaining the Certificates of Insurance provided by each subcontractor. Coverages shall not be cancelled, suspended, or voided by either party without thirty (30) days prior written notice to either party.

12. Any notices required under this Agreement shall be directed to the party entitled to said notice at its address set forth below, unless this Agreement is otherwise amended in writing:

If to the LBLD,

Donald Ray Henry  
Lafourche Basin Levee District  
21380 Louisiana Highway 20  
Vacherie, Louisiana 70090

With a copy to:

C. Spencer Long II  
Assistant District Attorney  
P.O. Box 312  
Donaldsonville, Louisiana 70346

If to the Parish,

Matthew L. Jewell  
St. Charles Parish President  
P. O. Box 302  
Hahnville, LA 70057

With copies to:

Director of Legal Services  
P. O. Box 302  
Hahnville, LA 70057, and

Director of Public Works  
P. O. Box 302  
Hahnville, LA 70057

13. Should either party to this Agreement have to file suit in order to enforce the provisions hereof, venue and jurisdiction is hereby established in the 29<sup>th</sup> Judicial District Court in and for the Parish of St. Charles, State of Louisiana.
14. This Agreement shall not be assigned or subcontracted in whole or in part without the written consent of both parties.
15. Termination for Cause – Either party may terminate this Agreement for cause based upon the failure of the other party to comply with the terms and/or conditions of this Agreement, provided that the party shall give the other party written notice specifying said failure(s). If within thirty (30) days after receipt of such notice, the party shall not have either corrected such failure(s) or, in the case which cannot be corrected within thirty (30) days, begun in good faith to correct said failure(s) and thereafter proceeded diligently to complete such correction, then the party may, at its option, place the other party in default of this Agreement terminating this Agreement on the date specified in such notice.
16. In acting pursuant to the right and obligations set forth throughout this Cooperative Endeavor Agreement, the parties shall comply with all applicable federal, state, and local laws, ordinances and regulations including but not limited to Louisiana Public Bid Law (La.R.S. 38:2211, et seq.).
17. To the extent permitted by law governing each party, the parties agree to maintain the confidentiality of any exchanged information when requested to do so by the other party, subject to the Louisiana Public Records Act. Should a request be made for information by the public and the information has been requested to be held confidential by the other party, the party upon whom the request has been made shall notify the other party at the first opportunity in order that the party that provided the information can determine if the information falls within an exception under the Louisiana Pubic Records Act.
18. This Agreement is the complete agreement between LBLD and the Parish as it pertains to the subject matter of this Agreement and to this Project and shall not be amended or modified except by written amendment signed by all parties. Should one or more provisions of this Agreement be held to be invalid, the remaining provisions shall survive and be interpreted as if the invalid provision were not present.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates shown below.

LAFORCE BASIN LEVEE DISTRICT

ST. CHARLES PARISH

BY: \_\_\_\_\_  
DONALD RAY HENRY  
EXECUTIVE DIRECTOR

BY: \_\_\_\_\_  
MATTHEW L. JEWELL  
PARISH PRESIDENT

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

WITNESS: \_\_\_\_\_

WITNESS: \_\_\_\_\_

WITNESS: \_\_\_\_\_

WITNESS: \_\_\_\_\_

PARISH  
ST. CHARLES  
SHEET NO.  
1 OF 2

Attachment A

SEE SHEET 2 OF 2  
FOR LEGAL  
DESCRIPTION BEARING  
AND DISTANCES.

SCALE: 1"=200'

I HEREBY CERTIFY THAT THIS PLAN REPRESENTS THE SURVEY PERFORMED BY ME, ON THE GROUND, AND IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE FOR PROPERTY BOUNDARY SURVEYS AS STIPULATED BY THE STATE BOARD OF REGISTRATION FOR ENGINEERS AND LAND SURVEYORS FOR CLASSIFICATION D SURVEYS.



02/22/21

ANDREW D. SHREAD  
PROFESSIONAL LAND SURVEYOR #5087

LEGEND

- EXISTING R/W
- REQUIRED R/W
- RIGHT OF WAY LINE
- LOT LINE
- APPARENT PROPERTY LINE
- PROPERTY LINE
- SECTION LINE
- SECTION 31
- SECTION 32
- SECTION 33
- SECTION 34
- SECTION 35
- SECTION 36
- SECTION 37
- SECTION 38
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- SECTION 94
- SECTION 95
- SECTION 96
- SECTION 97
- SECTION 98
- SECTION 99
- SECTION 100

EXHIBIT A TO ACT OF DONATION  
DES ALLEMANS, LOUISIANA  
CHEVRON U.S.A. INC. LAND DONATION TO ST. CHARLES PARISH  
SHREAD - KUYRKENDALL & ASSOC.  
ENGINEERS - SURVEYORS - PLANNERS  
BATON ROUGE, LOUISIANA

DATE	DESCRIPTION	BY	APPROVED
02/22/21	PRECISION OF AREAS	A.D.S.	
	DESIGN	C.B.S.	
	CHECKED	R.B.S.	
	REVISIONS		

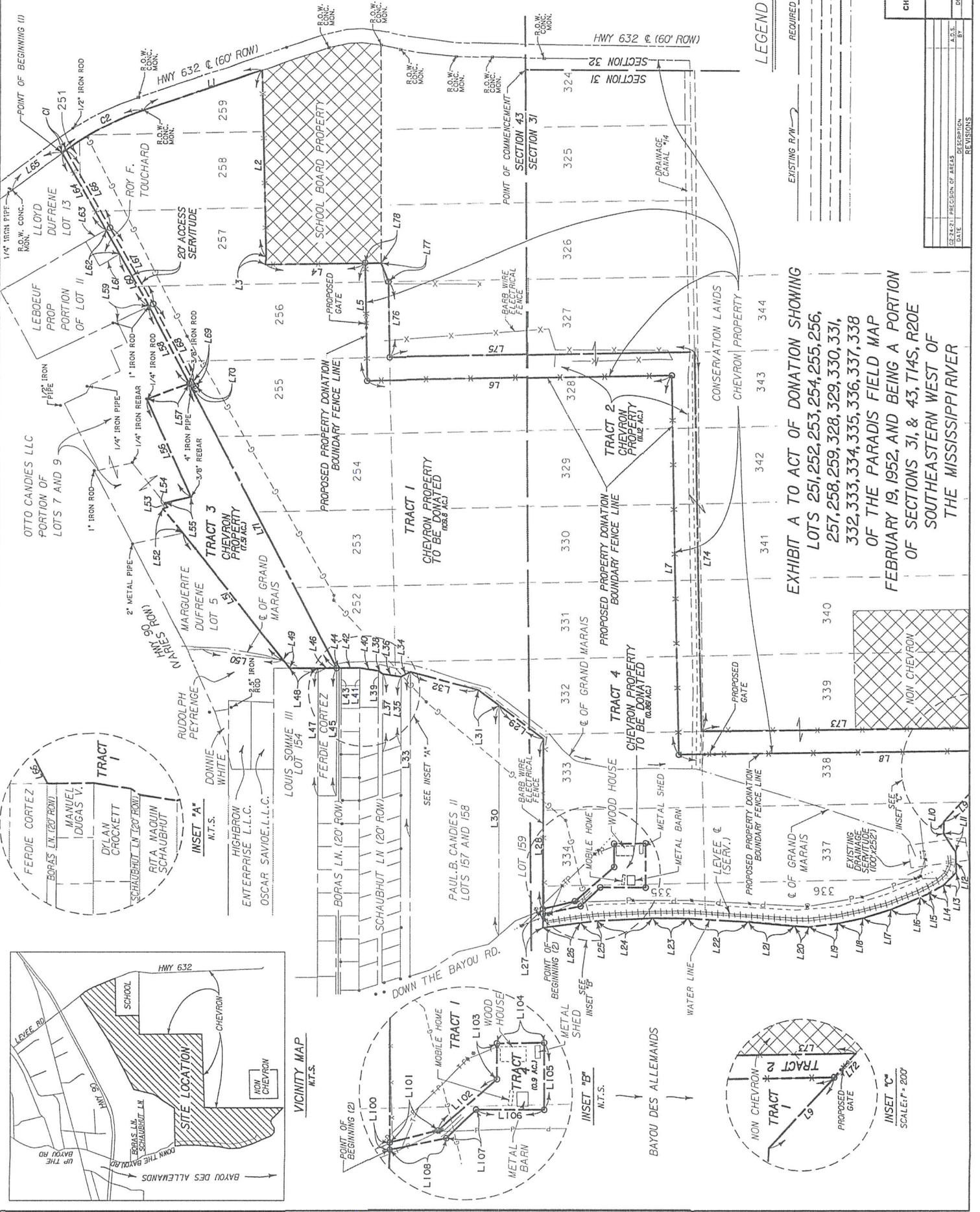
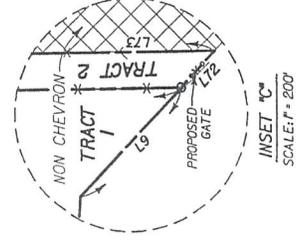
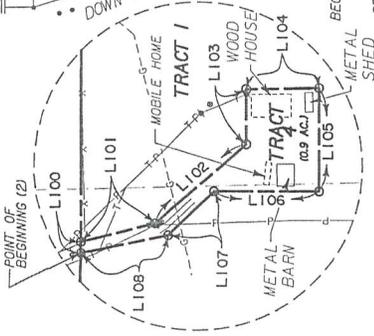
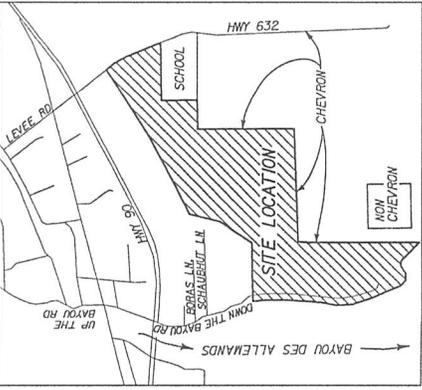


EXHIBIT A TO ACT OF DONATION SHOWING  
LOTS 251, 252, 253, 254, 255, 256,  
257, 258, 259, 328, 329, 330, 331,  
332, 333, 334, 335, 336, 337, 338  
OF THE PARADIS FIELD MAP  
FEBRUARY 19, 1952, AND BEING A PORTION  
OF SECTIONS 31, & 43, T14S, R20E  
SOUTHEASTERN WEST OF  
THE MISSISSIPPI RIVER



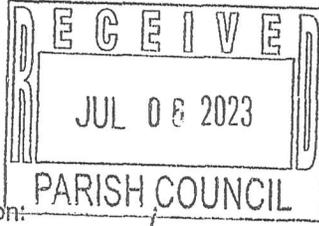
SCALE: 1"=200'



2023-0176

PETITION TO ADDRESS THE COUNCIL

St. Charles Parish Council Chairman  
P. O. Box 302  
Hahnville, LA 70057  
(985) 783-5000  
scpcouncil@stcharlesgov.net



Today's Date: 6/13

Dear Chairman:

Please place my name to address the Council on:

COUNCIL MEETING DATE: 7/10

SPECIFIC TOPIC: Restore LA

(\*See specific guidelines on the reverse side and refer to Parish Charter Article VII Sec. I / It makes no provision for initiating debate, discussion, or question and answer sessions with Councilmembers or Administration Officials.)

DOCUMENTS, IF ANY: YES / (NO)  
DOCUMENTS MUST BE ATTACHED AT THE TIME OF SUBMISSION

NAME: CULLEN CURDLE

COMPANY / ORGANIZATION: SOUTH CENTRAL PLANNING

(Note: If you are speaking on behalf of a Company/Organization, see additional requirement in Council Guidelines/Page 2)

MAILING ADDRESS: 5058 WEST MAIN STREET

PHONE: 985 851-2900 EMAIL ADDRESS: CULLEN@SCPDC.ORG

SIGNATURE: X Cullen Curdle

Dear Constituent:

Thank you for your active participation. The Council has a considerable amount of business to conduct in a limited amount of time, therefore, please note the following items that are expected of you:

- > The Home Rule Charter provides for citizens to address the Council. All requests and pertinent information must be received in writing by the Council Secretary at least one (1) week prior to the scheduled meeting; request may be hand-delivered, mailed, emailed (scpcouncil@stcharlesgov.net), or faxed (985-783-2067) to be received by 4:00 pm. ~~It makes no provision for initiating debate, discussion, or question and answer sessions with Councilmembers or Administration Officials.~~ Your right is also guaranteed to examine public documents as you prepare your presentation.
- > Please be brief and limit your comments to the specific subject matter on which you have requested to address the Council. Please reference the Council guidelines for time limit specifications.
- > Supporting documents/handouts if applicable must be provided at the time your form is submitted.
- > Slanderous remarks and comments will not be tolerated. If slanderous remarks or comments are made, your opportunity to address the Council will end, regardless of the remaining time left to address the Council.
- > Repetitious comments and subject matter will be strictly limited.

A confirmation letter will follow when your name is placed on the agenda.

Sincerely,

BETH A. BILLINGS  
COUNCIL CHAIRMAN

(OVER)

**From:** Michelle Impastato  
**Sent:** Thursday, July 6, 2023 11:33 AM  
**To:** edwardm@scpd.org  
**Subject:** FW: Message from "RNP58387977199C"  
**Attachments:** Petition to Address the Council\_SCPDC\_7.10.2023.pdf

Mr. Marmande,

I am in receipt of your correspondence authorizing Cullen Curole to speak on behalf of the South Central Planning on July 10, 2023 during the St. Charles Parish Council meeting.

Thank you,



**Michelle Impastato**  
 Council Secretary  
 St. Charles Parish Council  
 Ph: 985-783-5125  
 P.O. Box 302 / 15045 River Road  
 Hahnville, LA 70057  
 Email: [mimpastato@stcharlesgov.net](mailto:mimpastato@stcharlesgov.net)

Note: Please be aware that receipt of and/or response to this email may be considered a public record.

**From:** Edward Marmande <edwardm@scpd.org>  
**Sent:** Thursday, July 6, 2023 11:23 AM  
**To:** Michelle Impastato <mimpastato@stcharlesgov.net>  
**Subject:** Re: Message from "RNP58387977199C"

Sorry for the delayed response,, i was on the road,, Cullen is "Of Council" for South Central Planning. He is in charge of the Restore Louisiana program .

**Ed Marmande**  
 Phone 985-655-1051  
 work cell 985-688-2425  
 personal cell 985-209-4038  
 e-mail [edwardm@scpd.org](mailto:edwardm@scpd.org)

