



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

Monday, August 15, 2022

6:00 PM

Council Chambers, Courthouse

ATTENDANCE

Present 8 - Holly Fonseca, La Sandra Darensbourg Gordon, Mary K. Clulee, Dick Gibbs, Nicky Dufrene, Marilyn B. Bellock, Bob Fisher, and Julia Fisher-Cormier
Absent 1 - Beth A. Billings

Also Present

Parish President Matthew Jewell, Legal Services Director Corey Oubre, 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/Wastewater Director Miles Bingham, Planning & Zoning Director Michael Albert, Waterworks Director Gregory Gorden, Economic Development and Tourism Director Corey Faucheux, Dayna Parker, Personnel Officer, Blaine Faucheux, Public Information Office

CALL TO ORDER

PRAYER / PLEDGE

Pastor Tommy Hogan
Calvary Baptist Church, Luling

APPROVAL OF MINUTES

A motion was made by Councilmember Fonseca, seconded by Councilmember Bellock, to approve the minutes from the regular meeting of August 1, 2022. The motion carried by the following vote:

Yea: 8 - Fonseca, Darensbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Cormier

Nay: 0

Absent: 1 - Billings

SPECIAL BUSINESS (PROCLAMATIONS, CANVASS RETURNS, ETC.)

1 2022-0226

Proclamation: "French Language and Heritage Day"

Le Jour de langue et d'héritage français

Sponsors: Clulee and Dufrene

Ms. Carol Breaux read the proclamation in French.

Councilwoman Clulee invited Mr. Calvin Leger, Bayou Vermilion District Board of Commissioners, to the podium to speak.

Mr. Leger spoke on the matter.

Read

REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)

2022-0227

St. Charles Community Health Center

Mr. Mark Keiser, President and Executive Officer, Access Health Louisiana

Ms. Chenier Reynolds, Vice President, School Health and Strategic Media, Access Health Louisiana

Ms. Chatrian Kanger, Senior Vice President, Population Health Director, Access Health Louisiana

Councilwoman Clulee spoke on the matter.

Ms. Stephanie Thompson, Director of Pharmacy, Access Health Louisiana, spoke on the matter.

Councilwoman Fonseca spoke on the matter.

Parish President Matthew Jewell spoke on the matter.

Chairman Fisher spoke on the matter.

Reported

2022-0228

Parish President Remarks/Report

Sponsors: Jewell

Parish President Matthew Jewell invited Ms. Paula Rome, Entergy Louisiana, LLC, Customer Service Manager, to the podium to give their presentation.
Ms. Rome spoke on the matter.

Councilwoman Clulee spoke on the matter.

Ms. Rome spoke on the matter.

Councilwoman Fonseca spoke on the matter.

President Jewell spoke on the matter.

Councilman Dufrene spoke on the matter.

Councilwoman Fisher-Cormier spoke on the matter.

Councilwoman Darensbourg Gordon spoke on the matter.

Chairman Fisher spoke on the matter.

Reported

IN ACCORDANCE WITH ARTICLE IV, SECTION B OF THE HOME RULE CHARTER, CHAIRMAN FISHER 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 TUESDAY, SEPTEMBER 6, 2022, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, TO BE CONSIDERED FOR FINAL PASSAGE:

(NO ITEMS)

**ORDINANCE / RESOLUTION SCHEDULED FOR PUBLIC HEARING
(INTRODUCED AT PREVIOUS MEETING)****2** 2022-0209

A resolution authorizing the St. Charles Parish Council to approve the Industrial Tax Exemption application for Bunge North America, Inc., Project ID: 20220178-ITE for participation in the Industrial Tax Exemption Program for potential projects at Bunge's Facility in Destrehan, Louisiana.

Sponsors: Jewell and Department of Economic Development and Tourism

Reported:

Department of Economic Development and Tourism Recommended: Approval
Economic Development and Tourism Director Corey Fauchaux spoke on the matter.

Mr. Fauchaux invited Mr. Michael Tate, Bunge North America, Inc., to the podium to speak on the matter.

Mr. Tate spoke on the matter.

Speakers:

Ms. Joan Gabler, Destrehan

Mr. Paul Matthews, Chief Executive Officer, Port of South Louisiana

Mr. Bryan D'Oriocourt, Destrehan

Public Hearing Requirements Satisfied**Council Discussion**

Ms. Gabler spoke on the matter.

Mr. Tate spoke on the matter; Mr. Tate requested Mr. Kurt Ohlau, Project Manager, Bunge North America, Inc., speak on the matter.

Mr. Ohlau spoke on the matter.

Mr. Fauchaux spoke on the matter.

Mr. Matthews spoke on the matter.

VOTE ON THE PROPOSED RESOLUTION

Yea: 8 - Fonseca, Darensbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Cormier

Nay: 0

Absent: 1 - Billings

Enactment No: 6655

3 2022-0224

An ordinance approving and authorizing the execution of a Professional Services Agreement with Providence Engineering and Environmental Group, LLC, to perform engineering services for the Raw Water Intake Structure Pile Bent Replacement Project (Project No. WWKS 112), in the not to exceed amount of \$86,800.00.

Sponsors: Jewell and Department of Waterworks

Reported:

Department of Waterworks Recommended: Approval
Waterworks Director Gregory Gorden spoke on the matter.

Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

Yea: 8 - Fonseca, Darensbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Cormier

Nay: 0

Absent: 1 - Billings

Enactment No: 22-8-2

RESOLUTIONS

2022-0229

A resolution to approve the Civil Service Pay Plan as recommended by the Personnel Officer in accordance with the Compensation and Pay Classification Study conducted by SSA Consultants.

Sponsors: Jewell and Personnel Office

Reported:

Personnel Office Recommended: Approval
Ms. Dayna Parker, Personnel Officer, spoke on the matter.

Ms. Parker invited Mr. Cody Saucier, Project Manager, SSA Consultants, to the podium to speak on the matter and give their presentation.

Mr. Saucier spoke on the matter and presented a power point.

Public comment opened

Mr. Gregory Williams, Hahnville

A motion was made by Councilmember Dufrene, seconded by Councilmember Fisher-Cormier, to extend Mr. Williams' time an additional three minutes. The motion carried by the following vote:

Yea: 8 - Fonseca, Darensbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Cormier

Nay: 0

Absent: 1 - Billings

Time Extended

Public comment

Ms. Rachelle Johnson, Des Allemands

Ms. Jeanne Johnson, Hahnville

Mr. Michael Albert, Planning & Zoning Director

Council Discussion

Ms. Parker spoke on the matter.

Mr. Saucier spoke on the matter.

Parish President Matthew Jewell spoke on the matter.

Finance Director Grant Dussom spoke on the matter.

A motion was made by Councilmember Fisher-Cormier, seconded by Councilmember Bellock, to Table File No. 2022-0229. The motion carried by the following vote:

Yea: 7 - Fonseca, Darensbourg Gordon, Gibbs, Dufrene, Bellock, Fisher and Fisher-Cormier

Nay: 1 - Clulee

Absent: 1 - Billings

Tabled.

29 2022-0230

A resolution to request an emergency temporary change of the Polling Places for all Elections held at Precincts 1-2, 1-2A, 2-3, 4-1, and 4-1A, between August 15, 2022, and December 31, 2022.

Sponsors: Fisher

Reported:

Councilman Fisher Recommended: Approval

Councilman Fisher spoke on the matter.

Public comment opened; no public comment

VOTE ON THE PROPOSED RESOLUTION

Yea: 8 - Fonseca, Darensbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Cormier

Nay: 0

Absent: 1 - Billings

Enactment No: 6656

APPOINTMENTS**30** 2022-0179

A resolution to appoint Mr. Patrick O'Malley to the St. Charles Parish Civil Service Board.

VOTE ON THE APPOINTMENT OF MR. PATRICK O'MALLEY

Yea: 8 - Fonseca, Darenbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Cormier

Nay: 0

Absent: 1 - Billings

Enactment No: 6657

ADJOURNMENT

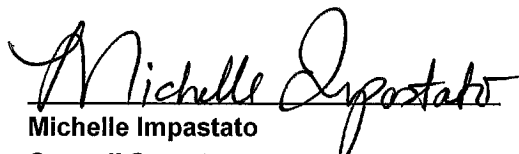
A motion was made by Councilmember Dufrene, seconded by Councilmember Fonseca, to adjourn the meeting at approximately 8:32 pm. The motion carried by the following vote:

Yea: 8 - Fonseca, Darenbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Cormier

Nay: 0

Absent: 1 - Billings

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.


Michelle Impastato
Council Secretary

PROCLAMATION

WHEREAS, *St. Charles Parish, Louisiana recognizes that the French Language is vitally important to the identity and the culture of the people who settled this area of south Louisiana in the 1700 and 1800's; and,*

ATTENDU QUE *la Paroisse de St. Charles, en Louisiane, reconnaît que la langue française est d'une importance vitale pour l'identité et la culture des personnes qui se sont installées dans cette région du sud de la Louisiane dans les années 1700 et 1800; et,*

WHEREAS, *we encourage all of our citizens to teach with great pride to our children all that they can about the French language, culture and history that has made this area so uniquely different than any other area of the United States; and,*

ATTENDU QUE *nous encourageons tous nos citoyens à enseigner avec une grande fierté à nos enfants tout ce qu'ils peuvent sur la langue, la culture et l'histoire françaises qui ont rendu cette région si différente de toutes les autres régions des États-Unis; et,*

WHEREAS, *we encourage our citizens to promote and speak French in public venues and family gatherings; and,*

ATTENDU QUE *nous encourageons nos citoyens à promouvoir et à parler le français dans les lieux publics et les réunions familiales; et,*

WHEREAS, *we encourage our local businesses to do business in French and / or bilingual (French and English); and,*

ATTENDU QUE *nous encourageons nos entreprises locales à faire des affaires en français et/ou bilingue (français et anglais); et,*

WHEREAS, *we recognize that the French language has always been a vital part of the culture and economy of St. Charles Parish Louisiana and is a multi-billion-dollar industry for the State of Louisiana.*

ATTENDU QUE *nous reconnaissons que la langue française a toujours été un élément vital de la culture et de l'économie la Paroisse de St. Charles de Louisiane, et que c'est une industrie de plusieurs milliards de dollars pour l'État de Louisiane.*

NOW THEREFORE, BE IT RESOLVED, WE THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, DO HEREBY PROCLAIM SEPTEMBER 7, 2022 AS

PAR CONSÉQUENT, être il résolu, nous, la membres de la Paroisse de St. Charles le conseil et la Paroisse Président, proclame par la présente 7 septembre 2022 comme

“FRENCH LANGUAGE AND HERITAGE DAY”

Le Jour de langue et d'héritage français

s/MATTHEW JEWELL

MATTHEW JEWELL

PARISH PRESIDENT

ABSENT

BETH A. BILLINGS

COUNCILWOMAN AT LARGE, DIV. A

s/HOLLY FONSECA

HOLLY FONSECA

COUNCILWOMAN AT LARGE, DIV. B

s/LA SANDRA DARENSBOURG GORDON

LA SANDRA DARENSBOURG GORDON

COUNCILWOMAN, DISTRICT I

s/MARY K. CLULEE

MARY K. CLULEE

COUNCILWOMAN, DISTRICT II

s/DICK GIBBS

DICK GIBBS

COUNCILMAN, DISTRICT III

s/NICKY DUFRENE

NICKY DUFRENE

COUNCILMAN, DISTRICT IV

s/MARILYN B. BELLOCK

MARILYN B. BELLOCK

COUNCILWOMAN, DISTRICT V

s/BOB FISHER

BOB FISHER

COUNCILMAN, DISTRICT VI

s/JULIA FISHER-CORMIER

JULIA FISHER-CORMIER

COUNCILWOMAN, DISTRICT VII

2022-0209

INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF ECONOMIC DEVELOPMENT AND TOURISM)

RESOLUTION NO. 6655

A resolution authorizing the St. Charles Parish Council to approve the Industrial Tax Exemption application for Bunge North America, Inc., Project ID: 20220178-ITE for participation in the Industrial Tax Exemption Program for potential projects at Bunge's Facility in Destrehan, Louisiana.

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

WHEREAS, Bunge North America, Inc. applied for an Industrial Tax Exemption ("ITE") and seeks local approval and the Governor for a contract granting an exemption for a potential project at the company's Destrehan terminal and property; and,

WHEREAS, Governor Edwards, through Executive Orders JBE 16-26 and 16-73, has set forth the conditions for his approval of ITE contracts, and affirmed that those conditions are in the best interest of the State of Louisiana; and,

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

WHEREAS, rules promulgated by the Louisiana Department of Economic Development (LED) and adopted by BCI mandates parameters for ITE approval and requires local review and potential action or consent by the relevant Parish Council, School Board and Sheriff; and,

WHEREAS, the proposed project(s) described herein satisfies new job and payroll creation requirements while generating an estimated \$20-25 Million in additional Ad Valorem taxes and an estimated \$17 Million in additional Sales/Use Taxes to local taxing authorities during the ITE period; and,

WHEREAS, in addition to satisfying the minimum program requirements, Bunge North America, Inc. commits to executing supplemental local performance obligations which will increase employment and procurement opportunities for local residents and businesses, as well as promises to continue productive partnerships with our school system.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL upon consideration of the foregoing and the public discussion held this day, support the application for Industrial Tax Exemption by Bunge North America, Inc. for the project referenced herein.

BE IT FURTHER RESOLVED that a copy of this resolution shall be forwarded to Bunge North America, Inc., Louisiana Board of Commerce and Industry, LED, and Governor Edwards.

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

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

And the resolution was declared adopted this 15th day of August, 2022, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Fisher

SECRETARY: Michelle Impastato

DLVD/PARISH PRESIDENT: August 11th, 2022

APPROVED: ✓

DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell

RETD/SECRETARY: August 11th, 2022

AT: 8:00 am

RECD BY: [Signature]

2022-0224

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

ORDINANCE NO. 22-8-2

An ordinance approving and authorizing the execution of a Professional Services Agreement with Providence Engineering and Environmental Group, LLC, to perform engineering services for the Raw Water Intake Structure Pile Bent Replacement Project (Project No. WWKS 112), in the not to exceed amount of \$86,800.00.

WHEREAS, the Parish desires to replace deteriorating timber piles at the West Bank Mississippi River Raw Water Intake Structure with new piles; and,

WHEREAS, the proposed Pile replacements will secure and strengthen the walkway of the West Bank Mississippi River Raw Water Intake Structure, and eliminate a safety concern; and,

WHEREAS, the Parish desires to promote workplace safety and this important maintenance project will do just that; and,

WHEREAS, the Professional Services Agreement between St. Charles Parish and Providence Engineering and Environmental Group, 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 Providence Engineering and Environmental Group, LLC, to perform engineering services for the Raw Water Intake Structure Pile Bent Replacement Project (Project No. WWKS 112) as required by the Department of Waterworks, in the not to exceed amount of \$86,800.00 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: FONSECA, DARENSBOURG GORDON, CLULEE, GIBBS, DUFRENE,
BELLOCK, FISHER, FISHER-CORMIER
NAYS: NONE
ABSENT: BILLINGS

And the ordinance was declared adopted this 15th day of August, 2022, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Fisher
SECRETARY: Michelle Laporte
DLVD/PARISH PRESIDENT: August 16, 2022
APPROVED : ✓ DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: August 17, 2022
AT: 8:00am RECD BY: [Signature]

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and effective as of the ____ day of _____, 2022 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 PROVIDENCE ENGINEERING AND ENVIRONMENTAL GROUP 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 RAW WATER INTAKE STRUCTURE PILE BENT REPLACEMENT Project No. WWKS 112, as described in Ordinance No. 22-8-2 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 Engineering Firm 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:

RAW WATER INTAKE STRUCTURE PILE BENT REPLACEMENT
Project No. WWKS 112

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

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

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

3.0 SERVICES OF CONSULTANT

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

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

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

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

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

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

4.0 OWNERSHIP OF DOCUMENTS

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

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

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

5.0 SUPPLEMENTARY SERVICES

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

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

Such supplementary services may include the following:

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

6.0 DEFECTIVE WORK

During such visits and on the basis of such observations, Consultant may disapprove of or reject Contractor's work while it is in progress if Consultant believes that such work will

not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents

7.0 NOTICE TO PROCEED

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

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

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

8.0 PAYMENTS

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

8.2 Consultant's standard payment terms are Net Thirty (30) days of receipt of the invoice. Owner shall make payment in the form of Check or ACH. If applicable, Owner's ACH Form shall be sent to AccountsReceivable@providenceeng.com for processing. Check payments should be made payable to "Providence Engineering and Environmental Group LLC" and mailed to ATTN: Accounts Receivable, Providence Engineering and Environmental Group LLC, 1201 Main Street, Baton Rouge, LA 70802. Checks should reference the invoice number. Owner acknowledges that the rates listed on the Rate Schedule shall automatically be updated on an annual basis and are subject to change at any time due to economic conditions.

8.3 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 standard billing terms above.

8.4 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.

- 8.5 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.
- 8.6 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.
- 8.7 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.
- 8.8 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.
- 8.9 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.

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 subconsultants as insured under its policies or shall furnish separate certificates for each. All coverages for subconsultants shall be subject to all the requirements stated herein.
- 12.5 Consultant shall secure and maintain at its 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 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 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 all federal and state laws, including those identified in Attachment "D".

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:

Jennifer Crisp

Billy Raymond

WITNESSES:

ST. CHARLES PARISH

Matthew Jewell

By: Matthew Jewell, Parish President

8-16-22

Date:

PROVIDENCE ENGINEERING AND ENVIRONMENTAL GROUP LLC

By: Aimee Killeen

Date:

ATTACHMENT "A"

RAW WATER INTAKE STRUCTURE PILE BENT REPLACEMENT Project No. WWKS 112

Project Scope:

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

Topographic Surveying Services: A topographic survey will be conducted as a part of the design phase to ascertain the location of all existing improvements and utilities and to measure the existing infrastructure of the raw water intake structure pile bents needing replacement. CONSULTANT shall use in-house personnel to provide surveying services for the project. Their scope of work will include establishing baselines and temporary benchmarks in the vicinity of the project, a topographic survey of existing manmade and natural features, and identifying all aboveground and identifiable subsurface utilities, including contacting Louisiana One Call. Providence will locate all apparent rights-of-way.

Geotechnical Investigation Services: A geotechnical investigation will be conducted as part of the design phase to verify the existing soil conditions and to determine if the remaining portion of the timber piles can withstand the load of the new steel extensions. CONSULTANT shall use a licensed Louisiana geotechnical firm, Adaptive Management and Engineering, LLC (AME) to provide these services for the project. Generally, AME's scope of services will consist of two undisturbed soil borings 100 feet in depth. AME will also be applying and acquiring all permits required for the borings to occur since the project site includes the USACE levee. A copy of AME's proposal and full scope are included as an attachment to CONSULTANT's proposal.

Permitting: Permits will be obtained as part of the design phase. Providence will, in coordination with St. Charles Waterworks, prepare a Joint Permit Application (JPA) for submittal to the Louisiana Department of Natural Resources (LDNR), Office of Coastal Management (OCM) and the U.S. Army Corps of Engineers (USACE) and will provide liaison assistance with the relevant agencies throughout the JPA's review process. These permits will be needed to complete any construction activities within the Coastal Zone and USACE rights-of-way.

Design: During this phase CONSULTANT will prepare and present to the OWNER multiple options for the repair/replacement of the deteriorated timber piles based on the geotechnical information provided by AME. These options will include an estimate for each option. Once an option is chosen CONSULTANT will prepare and develop 60% plans, specifications, cost opinion for review and comment by OWNER.

Following the acceptance of these submittals, CONSULTANT will proceed to a 100-percent submittal which will constitute the construction documents for the project.

Plans will be prepared on the 22" x 34" media. CONSULTANT will utilize their standard general conditions and construction agreement and associated documents for the preparation of

specifications (Contract Documents) unless another form is preferable to the OWNER. Technical specifications will be CONSULTANT's standard format as modified to meet local preferences and conditions.

Bid Phase: For this task CONSULTANT will assist OWNER in obtaining bids for the project in accordance with State Bid Law requirements. CONSULTANT will prepare contract documents, assist the OWNER in advertising for bids, conduct a prebid conference, issue addenda as necessary, attend the bid opening, and prepare a recommendation to award for the OWNER as part of this phase.

Construction Administration: Following the acceptance of bids CONSULTANT will provide construction-phase services for the construction of the project. Tasks undertaken during this phase including submittal reviews, evaluation of "or-equal proposals", responses to RFI's, review of payment applications, and development of change orders (if necessary). CONSULTANT will also be present on site for conflict resolutions (if necessary) and inspections for substantial completion and final inspection once all punch list items are complete.

Resident Project Representative: CONSULTANT will use an experienced Resident Inspector on staff that will be available to be onsite for the duration of construction should be Owner request this service. The inspector will provide detailed descriptions and photos of construction progress to OWNER per OWNER's delivery schedule. Resident Inspection Services will be performed per the CONSULTANT's "Duties, Responsibilities and Limitations of Authority of the Resident Project Representative".

Record Drawings: CONSULTANT will prepare and provide record drawings to OWNER for the project as both a hard copy (22" x 34") and pdf on a usb drive.

ATTACHMENT “B”

RAW WATER INTAKE STRUCTURE PILE BENT REPLACEMENT
Project No. WWKS 112

Project Schedule:

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

	<u>Number of Days to Complete</u>
Study Phase	60 Days
Final Design	45 Days

ATTACHMENT "C"

Raw Water Intake Structure Pile Bent Replacement
Project No. WWKS 112

A/E FEES:

BASIC SERVICES:

Basic Service A/E Fees are established utilizing the State of Louisiana Facility Planning and Control (FP&C) 2022 Fee Formula/Curve, Attached as Attachment C-1. The estimate of probable construction cost is \$212,000. An interpolation of the FP&C Curve for the estimate of probable construction cost establishes a Basic Services Fee percentage of 9.53%. The Total Basic Services Fee is therefore, $\$212,000 \times .0953 = \$20,211$. The Basic Services Fee is a Lump Sum (LS) fee payable upon a percentage complete of each phase of the project through construction.

FP&C Curve Fee (100%)	-	\$20,211.00 (LS)
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The Basic Services Fee is proportioned as follows:

Preliminary Design Phase (0%)	-	\$0.00 (LS)
Design Phase (45%)	-	\$9,095.00 (LS)
Bidding Phase (5%)	-	\$4,042.00 (LS)
Construction Phase (20%)	-	\$7,074.00 (LS)

SUPPLEMENTAL SERVICES:

For performance of supplemental services, the Owner shall authorize and pay the CONSULTANT an hourly not-to-exceed fee, based on the hourly rates attached as Attachment C-2 and actual time worked and direct expenses incurred or if performed by subconsultant, equal to the actual amount invoiced time 1.10 up to the amount of the contract not-to-exceed.

Resident Project Representative*	-	\$8,000.00 (NTE)
Topographic Survey	-	\$5,544.00 (NTE)
Permitting	-	\$6,740.00 (NTE)
Record Drawings	-	\$1,338.00 (NTE)
Geotechnical Engineering	-	\$41,922.00 (NTE)
Reimbursable Expenses	-	\$3,045.00 (NTE)

*Only as requested by OWNER per the written Scope of Work in Attachment "A". Established RPR budget is based on a project representative being on site approximately two days a week for five weeks.

Additional Services as described in the agreement and requested by the OWNER in writing shall be based on the hourly rates and direct expenses attached as Attachment C-2.

ATTACHMENT "C-1"

PROJECT ESTIMATE

RAW WATER INTAKE PILE BENT REPLACEMENT
ST. CHARLES PARISH WATERWORKS
PROJECT NO. WWKS 112

2022 FPC CURVE CALCULATIONS

BCI	Year	CPI
1306	1975	53.8
6912	2021	271

AFC	Curve A		Curve B	
	Fee as a %	Fee	Fee as a %	Fee
\$10,000	13.39%	\$1,339.00	10.71%	\$1,071
\$50,000	11.04%	\$5,519.00	8.83%	\$4,415
\$100,000	10.26%	\$10,260.00	8.21%	\$8,208
\$200,000	9.59%	\$19,171.00	7.67%	\$15,337
\$500,000	8.82%	\$44,094.00	7.06%	\$35,275
\$750,000	8.52%	\$63,880.00	6.81%	\$51,104
\$1,000,000	8.32%	\$83,156.00	6.65%	\$66,525
\$1,500,000	8.05%	\$120,706.00	6.44%	\$96,565
\$2,000,000	7.87%	\$157,336.00	6.29%	\$125,869
\$3,500,000	7.54%	\$263,841.00	6.03%	\$211,073
\$5,000,000	7.34%	\$367,144.00	5.87%	\$293,715
\$7,500,000	7.13%	\$534,952.00	5.71%	\$427,962
\$10,000,000	6.99%	\$699,071.00	5.59%	\$559,257
\$20,000,000	6.67%	\$1,334,151.00	5.34%	\$1,067,321
\$50,000,000	6.29%	\$3,145,096.00	5.03%	\$2,516,077

Enter Construction \$ Here	Curve A Fee %	Curve A Fee	Curve B Fee %	Curve B Fee
\$212,007	9.53%	\$20,210.00	7.63%	\$16,168



Unless specified under a separate contract, Providence Engineering and Environmental Group LLC will invoice for services in accordance with this hourly rate schedule which is updated annually.

RATE CLASSIFICATION		RATE
ARCHITECTURE-ENGINEERING		
N10	Engineering Technician	\$83
N11	Engineering Technician I	\$93
N12	Engineering Technician II	\$108
N13	Engineering Technician III	\$124
N14	Engineering Technician IV	\$136
N15	Engineering Technician V / Project Manager	\$150
N16	Sr Engineering Technician / Project Director	\$177
N18	Architect I	\$99
N19	Architect II	\$134
N20	Architect III	\$175
N31	Engineer I	\$107
N32	Engineer II	\$124
N33	Engineer III	\$139
N34	Engineer IV	\$151
N35	Engineer V	\$166
N36	Engineer VI/ Project Manager	\$193
N37	Engineer VII/Engineering Manager	\$204
N38	Engineer VIII/ Principal	\$225
ENVIRONMENTAL		
E01	Field Technician	\$69
E02	Environmental Technician	\$92
E03	Senior Environmental Technician	\$107
E04	Field Environmental Specialist	\$117
E05	Biologist I	\$103
E06	Biologist II	\$122
E07	Biologist III	\$134
E08	Biologist IV	\$149
E11	Environmental Specialist I	\$125
E12	Environmental Specialist II	\$139
E13	Environmental Specialist III	\$155
E14	Environmental Specialist IV	\$165
E15	Environmental Specialist V	\$171
E20	Sr Environmental Specialist	\$183
E21	Senior Project Manager	\$191
E22	Deputy Director	\$196
E23	Director	\$211
E24	Managing Director	\$227
E30	Principal	\$241
E40	Expert Witness	\$375

	RATE CLASSIFICATION	RATE
AIR QUALITY		
B01	Air Quality Technician I	\$90
B02	Air Quality Tech II, Air Quality Intern	\$102
B03	Senior Air Quality Technician	\$112
B04	Manager- Air Quality Monitoring	\$134
B07	CEMS Technician	\$118
B08	CEMS Specialist	\$149
B05	Air Quality Specialist I	\$124
B06	Air Quality Specialist II	\$134
B11	Air Quality Specialist III	\$146
B12	Air Quality Specialist IV	\$158
B13	Air Quality Specialist V	\$171
B14	Senior Air Quality Specialist	\$180
B15	Manager – Air Quality I	\$198
B16	Manager – Air Quality II	\$209
B20	Senior Manager – Air Quality I	\$219
B21	Senior Manager – Air Quality II	\$231
B28	Senior Managing Engineer	\$252
B29	Director – Air Quality	\$265
B30	Principal	\$275
E40	Expert Witness	\$375
SOFTWARE, TECHNOLOGY AND RESEARCH		
D10	Drone Pilot	\$155
S09	Help Desk Support	\$97
S10	GUI Design Specialist	\$103
S11	Senior GUI Design Specialist	\$110
S21	Software Developer I	\$136
S22	Software Developer II	\$149
S23	Software Developer III	\$159
S24	Senior Software Developer	\$182
S25	Software Architect	\$195
S31	Database Designer I	\$141
S32	Database Designer II	\$155
S33	Database Designer III	\$178
S34	Senior Database Designer	\$194
S52	Chief Software Architect	\$207
S59	Director	\$248
S60	Principal	\$261
S61	Managing Partner	\$289
SURVEYING		
L00	Rodman/Chainman/Instrument man	\$62
L01	Survey Technician I	\$69
L02	Survey Technician II	\$80

	RATE CLASSIFICATION	RATE
L03	Instrumentman	\$65
L10	Party Chief	\$99
L11	Surveyor in Training	\$97
L12	Right-of-Way/Permit Agent	\$117
L20	Registered Land Surveyor	\$148
L30	Senior Registered Land Surveyor	\$181
GIS/MAPPING/CAD		
M01	Draftsman/CAD Operator I	\$66
M02	Draftsman/CAD Operator II	\$74
M03	Draftsman/CAD Operator III	\$84
M04	Draftsman/CAD Operator IV	\$92
M06	Senior Draftsman	\$101
M07	AutoCAD Designer	\$109
M08	Senior AutoCAD Designer	\$119
M11	GIS Specialist I	\$117
M12	GIS Specialist II	\$125
M13	GIS Specialist III	\$139
M14	Senior GIS Specialist	\$143
M20	Civil Designer I	\$115
M21	Civil Designer II	\$131
M22	Civil Designer III	\$142
M23	Civil Designer IV	\$155
M24	Civil Designer V	\$169
CONSTRUCTION MANAGEMENT/OVERSIGHT		
C01	Project Representative I	\$62
C02	Project Representative II	\$74
C03	Project Representative III	\$87
C04	Project Representative IV/Inspector	\$99
C05	Project Representative V/Certified Inspector	\$112
C10	Senior Project Rep./Senior Certified Inspect.	\$134
CLERICAL/ADMINISTRATIVE		
A01	Clerical I	\$48
A02	Clerical II	\$68
A11	Administrative Assistant I	\$72
A12	Administrative Assistant II	\$81
A13	Administrative Assistant III	\$88
A20	Computer Analyst	\$107
A21	Accountant	\$112
A22	Accounting Manager	\$140
A23	Executive Assistant	\$85
A40	Quality Control Officer	\$180

EXPENSE CHARGES

Computer Modeling	Project Specific as Quoted
Geographic Information System (GIS)	Project Specific as Quoted
Computer Data Management	Project Specific as Quoted
Copies/Binding/Document Production	Price List Available upon Request
Surveying & Sampling Equipment/Equipment Rental/Field Supplies.....	Price List Available upon Request
Items Not Listed/Special Request Items	Cost Plus 10%
Lodging, Flights, and Travel Expenses	Cost Plus 10%

SUBCONTRACTOR CHARGES..... Cost Plus 10%

CREDIT CARD PAYMENT SURCHARGE..... 3.5%

Monthly invoices will be submitted for consulting services and direct expenses incurred during the previous calendar month (and any prior unbilled charges). Terms for payment are "net 30 days". A late payment charge of 1.5% per month will be added to any outstanding balance that is past 30 days from date of invoice. Additionally, any collection and/or attorney fees incurred in the process of collecting past due accounts will be charged.

For Further Information or Assistance Please Contact:
Providence Engineering and Environmental Group LLC
Baton Rouge Office
1201 Main Street
Baton Rouge, Louisiana 70802
Phone No. (225) 766-7400
Fax No. (225) 766-7440
www.providenceeng.com

ATTACHMENT "D"

RAW WATER INTAKE STRUCTURE PILE BENT REPLACEMENT

Project No. WWKS 112

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

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

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

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

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

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

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

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

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

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

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

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

- a) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

- b) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor’s obligations under such contract.
- c) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

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

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

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

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

documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

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

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

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

- (a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
- (b) Prohibitions.
 - 1. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
 - 2. Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - ii. Enter into, extend, or renew a contract to procure or obtain any equipment,

system, or
service that uses covered telecommunications equipment or services as a
substantial or essential component of any system, or as critical technology
of any system;

- iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system;
or
- iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

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

(d) Reporting requirement.

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

recommended.

- ii. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

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

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

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

**PROVIDENCE ENGINEERING AND ENVIRONMENTAL GROUP LLC
RESOLUTION OF THE BOARD OF MANAGERS**

WHEREAS, the sole Member of Providence Engineering and Environmental Group LLC (the "LLC") finds it reasonable to authorize and empower Aimee Killeen to execute contracts and other legally binding instruments on behalf of the LLC;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Managers of the LLC that Aimee Killeen is hereby authorized and empowered to execute any and all contracts and other legally binding instruments of whatever kind on behalf of the LLC.

CERTIFICATE

I, Georgene Giroir, of Providence Engineering and Environmental Group LLC, do hereby certify that the foregoing resolution is a true and exact copy unanimously adopted by the Board of Managers of this Limited Liability Company by written consent on the 26th day of October, 2018; at which such consent was signed by all Board members of the sole Member of the LLC, and each voted unanimously in favor thereof; that it has not been rescinded or modified; and that it is now in full force and effect.

PROVIDENCE ENGINEERING AND ENVIRONMENTAL GROUP LLC,

BY: 

TITLE: Manager

DATE: 6/22/22

2022-0230

INTRODUCED BY: BOB FISHER, COUNCILMAN, DISTRICT VI'

RESOLUTION NO. 6656

A resolution to request an emergency temporary change of the Polling Places for all Elections held at Precincts 1-2, 1-2A, 2-3, 4-1, and 4-1A, between August 15, 2022, and December 31, 2022.

WHEREAS, as a result of Hurricane Ida and the damage sustained to certain Polling Places, an emergency temporary change is required to facilitate all elections held between August 15, 2022, and December 31, 2022, for Precincts 1-2, 1-2A, 2-3, 4-1, and 4-1A; and,

WHEREAS, it is the desire of the Parish Council to request the Secretary of State approve said emergency temporary changes to the Polling Places.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That an emergency temporary change to the following Polling Places for all Elections held between August 15, 2022, and December 31, 2022, is hereby approved:

Precincts 1-2 & 1-2A

From: Hahnville Learning Center, 626 Pine Street, Hahnville, LA

To: Eual J. Landry, Sr. Middle School, 108 Tiger Circle, Hahnville, LA

Precinct 2-3

From: Bible Center Church, 422 Barton Avenue, Luling, LA

To: Mimosa Park Elementary School, 222 Birch Street, Luling, LA

Precincts 4-1 & 4-1A

From: St. Gertrude Education Center, 17336 LA 631, Des Allemands, LA

To: Allemands Elementary School, 1471 WPA Road, Des Allemands, LA

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

YEAS: FONSECA, DARENSBOURG GORDON, CLULEE, GIBBS, DUFRENE,
BELLOCK, FISHER, FISHER-CORMIER

NAYS: NONE

ABSENT: BILLINGS

And the resolution was declared adopted this 15th day of August, 2022, to become effective immediately upon adoption.

2022-0230 Polling Place Temporary Relocation-Precincts 1-2, 1-2A, 2-3, 4-1, 4-1A

CHAIRMAN:

SECRETARY:

DLVD/PARISH PRESIDENT:

APPROVED:

DISAPPROVED:

PARISH PRESIDENT:

RETD/SECRETARY:

AT:

8:00 am

RECD BY:

2022-0179

RESOLUTION NO. 6657

A resolution to appoint a member to the St. Charles Parish Civil Service Board.

WHEREAS, there exists a vacancy on the ST. CHARLES PARISH CIVIL SERVICE BOARD due to the expiration of the term of Mr. Ralph Wilderson on August 1, 2022; and,

WHEREAS, it is the desire of the Parish Council to fill this vacancy.

NOW, THEREFORE, BE IT RESOLVED, that Mr. Patrick O'Malley
34 East Levert Drive, Luling, LA 70070
is hereby appointed to the ST. CHARLES PARISH CIVIL SERVICE BOARD.

BE IT FURTHER RESOLVED that said appointment shall be effective IMMEDIATELY and shall expire AUGUST 1, 2025.

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

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

And the resolution was declared adopted this 15th day of August, 2022, to become effective five (5) days after publication in the Official Journal.

APPOINT Civil Service Bd, PC

CHAIRMAN: Bob Fisher
SECRETARY: Michelle Dupontato
DLVD/PARISH PRESIDENT: August 16, 2022
APPROVED: ✓ DISAPPROVED: _____

PARISH PRESIDENT: Math Jewell
RETD/SECRETARY: August 17, 2022
AT: 8:00am RECD BY: [Signature]