



# St. Charles Parish

## Meeting Agenda

### 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**

St. Charles Parish Courthouse  
15045 Highway 18  
P.O. Box 302  
Hahnville, LA 70057  
985-783-5000  
[www.stcharlesparish.gov](http://www.stcharlesparish.gov)

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**Monday, June 5, 2023**

**6:00 PM**

**Council Chambers, Courthouse**

**Final**

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### CALL TO ORDER

### PRAYER / PLEDGE

*Reverend Carvin Smith*  
*Philadelphia Baptist Church, Hahnville*

### APPROVAL OF MINUTES

*Regular Meeting – May 22, 2023*

### SPECIAL BUSINESS (PROCLAMATIONS, CANVASS RETURNS, ETC.)

- 1     [2023-0131](#)     Proclamation: “Alzheimer’s and Brain Awareness Month”  
**Sponsors:**     Mr. Jewell  
**Attachments:**   [2023-0131 Alzheimer’s and Brain Awareness Month](#)
  
- 2     [2023-0132](#)     Proclamation: “World Elder Abuse Awareness Day”  
**Sponsors:**     Mr. Jewell  
**Attachments:**   [2023-0132 World Elder Abuse Awareness Day](#)
  
- 3     [2023-0133](#)     Proclamation: “Juneteenth Day of Observance in St. Charles Parish”  
**Sponsors:**     Ms. Bellock and Ms. Darensbourg Gordon  
**Attachments:**   [2023-0133 Juneteenth Day of Observance](#)
  
- 4     [2023-0134](#)     A resolution ordering and calling a special election to be held in the Parish of St. Charles, State of Louisiana, to authorize the renewal of a special tax (ARC) therein; making application to the State Bond Commission and providing for other matters in connection therewith.  
**Sponsors:**     Mr. Jewell and Bond Counsel  
**Attachments:**   [2023-0134 Exhibit A](#)  
                          [2023-0134 Certificate](#)

**REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)**

[2023-0135](#) Department of Emergency Preparedness and Hurricane Preparedness

[2023-0136](#) Parish President Remarks/Report

**Sponsors:** Mr. Jewell

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

**Monday, June 19, 2023, 6:00 pm, Council Chambers, Courthouse, Hahnville**

- 8 [2023-0115](#) An ordinance to provide for amendments of the St. Charles Parish Home Rule Charter, Article III, Sections A. 2. and B. 2., to adjust the annual salaries of the St. Charles Parish Council and Parish President as well as provide for submission of the proposed amendments to the qualified electors of the Parish of St. Charles.

**Sponsors:** Ms. Fonseca, Ms. Billings, Ms. Darenbourg Gordon, Ms. Clulee, Mr. Gibbs and Mr. Fisher

**Legislative History**

5/22/23 Legislative Committee Discussed.  
Presentation:  
Councilwoman Holly Fonseca

Public Hearing open; seeing none  
Public Hearing Closed

Council Discussion  
Councilman Dick Gibbs spoke on the matter.  
Councilwoman Julia Fisher-Cormier spoke on the matter.  
Councilwoman Mary Clulee spoke on the matter.  
Councilwoman Marilyn Bellock spoke on the matter.  
Councilman Nicky Dufrene spoke on the matter.  
Councilman Bob Fisher spoke on the matter.  
Councilwoman Holly Fonseca spoke on the matter.  
Legal Services Director, Corey Oubre spoke on the matter.  
Councilwoman Beth Billings spoke on the matter.  
Councilwoman Marilyn Bellock called for Point of Order.  
Chairman Bob Fisher acknowledged Point of Order.

## PLANNING AND ZONING PETITIONS

- 10    [2023-0126](#)    An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from M-2 to M-1 on Lots 12, 13, 14, 15, 16, 17, 18, & 19, Esperanza Business Park Phase 2, as shown on the Final Plan Esperanza Business Park Phase 2 by Stephen P. Flynn, PLS dated April 8, 2020, Deputy Jeff G. Watson Drive, Luling, as requested by Debra Dufresne Vial for Esperanza Land, LLC & Hank Tatje for T Times 4, LLC.

**Sponsors:**    Mr. Jewell and Department of Planning & Zoning

**Attachments:**    [2023-0126 RECOMMENDATIONS AT A GLANCE](#)

[2023-0126 Minutes](#)

[2023-0126 Staff Report](#)

[2023-0126 Survey](#)

[2023-0126 AERIAL](#)

[2023-0126 ZONING](#)

[2023-0126 FLUM](#)

[2023-0126 Application1](#)

### **Legislative History**

4/4/23	Department of Planning & Zoning	Received/Assigned PH
5/4/23	Department of Planning & Zoning	Recommended Approval to the Planning Commission
5/4/23	Planning Commission	Recommended Approval to the Parish Council
5/22/23	Parish President	Introduced
5/22/23	Parish Council	Publish/Scheduled for Public Hearing to the Parish Council

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

- 23    [2023-0122](#)    An ordinance approving and authorizing the execution of Change Order No. 2 - Final for Parish Project No. S170601, Luling Oxidation Pond Rehabilitation and Upgrades, to increase the contract amount by \$261,760.15.

**Sponsors:**    Mr. Jewell and Department of Wastewater

**Attachments:**    [2023-0122 Change Order - Luling Oxidation](#)

### **Legislative History**

5/22/23	Parish President	Introduced
5/22/23	Parish Council	Publish/Scheduled for Public Hearing to the Parish Council

- 45 [2023-0124](#) An ordinance approving and authorizing the execution of an Agreement by and between Diamond Green Diesel, LLC, St. Charles Parish, St. Charles Parish School Board, St. Charles Parish Law Enforcement District, St. Charles Parish Assessment District, Hospital Service District No. 1 of the Parish of St. Charles, Louisiana, and Pontchartrain Levee District to support the expansion of Foreign Trade Subzone 124 A to include Diamond Green Diesel operations at the IMTT Terminal in St. Rose, Louisiana.

**Sponsors:** Mr. Jewell

**Attachments:** [2023-0124 Agreement - Foreign Trade Subzone 124 A](#)  
[2023-0124 Foreign Trade Subzone - Letter of Support](#)

**Legislative History**

5/22/23	Parish President	Introduced
5/22/23	Parish Council	Publish/Scheduled for Public Hearing to the Parish Council

- 50 [2023-0127](#) An ordinance approving and authorizing the execution of Change Order No. 1 for SCP E. Dufresne Community Center Ida & Window Repairs, (Project No. EDCC 0322), to increase the contract amount by \$82,465.00 and increase the contract time by 9 days.

**Sponsors:** Mr. Jewell and General Government Buildings

**Attachments:** [2023-0127 Change Order Window Repairs-IDA](#)

**Legislative History**

5/22/23	Parish President	Introduced
5/22/23	Parish Council	Publish/Scheduled for Public Hearing to the Parish Council

- 81 [2023-0128](#) An ordinance approving and authorizing the execution of Change Order No. 1 for St. Charles Parish West Bank Library Hurricane IDA Repairs, (Project No. LR211105), to increase the contract amount by \$41,721.00 and increase the contract time by 76 days.

**Sponsors:** Mr. Jewell and General Government Buildings

**Attachments:** [2023-0128 Change Order](#)

**Legislative History**

5/22/23	Parish President	Introduced
5/22/23	Parish Council	Publish/Scheduled for Public Hearing to the Parish Council

- 119 [2023-0129](#) An ordinance to amend the St. Charles Parish Code of Ordinances, Chapter 8, Elections, Section 8-2. Visible Voting Precinct Boundaries and Polling Places, to merge voting precincts.

**Sponsors:** Ms. Billings, Ms. Fonseca, Ms. Darensbourg Gordon, Ms. Clulee, Mr. Gibbs, Mr. Dufrene, Ms. Bellock, Mr. Fisher and Ms. Fisher-Cormier

**Attachments:** [2023-0129 Summary of changes - Precinct Mergers](#)

**Legislative History**

5/22/23	Council Member(s)	Introduced
5/22/23	Parish Council	Publish/Scheduled for Public Hearing to the Parish Council

- 124 [2023-0130](#) An ordinance approving and authorizing the execution of a Contract with Command Construction, LLC, for Barber Road Bank Stabilization (Project No. P210702) in the amount of \$2,880,543.00.

**Sponsors:** Mr. Jewell and Department of Public Works

**Attachments:** [2023-0130 Section 00500 Contract](#)

[2023-0130 Notice of Intent to Award P210702](#)

[2023-0130 Corporate Resolution](#)

[2023-0130 BID TABULATION TRANSMITTAL LETTER Barber Road Bank Stat](#)

[2023-0130 bid tabulation Barber Road Bank Stabilization](#)

[2023-0130 Bid Tab](#)

**Legislative History**

5/22/23	Parish President	Introduced
5/22/23	Parish Council	Publish/Scheduled for Public Hearing to the Parish Council

## PERSONS TO ADDRESS THE COUNCIL

- 139 [2023-0139](#) Mr. Russell Diggs, Sr.: Planning and Zoning Code Enforcement

**Attachments:** [2023-0139 Petition to Address the Council Diggs 6.5.2023 Council Meeting](#)

## RESOLUTIONS

- 140 [2023-0137](#) A resolution approving and authorizing the execution of a Federally Funded Agreement with the State of Louisiana Governor's Office of Homeland Security and Emergency Preparedness for funding in the amount of \$5,350,985.16 to elevate 30 residential flood prone structures to prevent further damages and reduce NFIP claims.

**Sponsors:** Mr. Jewell and Grants Office

**Attachments:** [2023-0137 FMA FY-20-0006 St. Charles Parish Non-Disaster Subgrantee Agree](#)

- 144 [2023-0138](#) A resolution approving and authorizing the execution of a Cooperative Endeavor Agreement between the State of Louisiana Division of Administration Office of Community Development and St. Charles Parish regarding the allocation of Community Development Block Grant Disaster Recovery Program funding as a result of Year 2021 Ida & May Storms.

**Sponsors:** Mr. Jewell and Grants Office

**Attachments:** [2023-0138 St. Charles Parish HRP and RCIP Recovery Programs CEA Ida Ma](#)

## MEETINGS, ANNOUNCEMENTS, NOTICES, ETC.

### MEETINGS

*CIVIL SERVICE BOARD: Tuesday, 6/6/23, 6:30PM, Council Chambers*  
*LAFOURCHE BASIN LEVEE DISTRICT: Wednesday, 6/7/23, 6PM, Lafourche Basin Levee District Office, 21380 Highway 20, Vacherie*  
*COMMUNICATIONS DISTRICT (911): Monday, 6/12/23, 5PM, Council Chambers*  
*COMMUNITY ACTION ADVISORY BOARD: Wednesday, 6/14/23, 5PM, Council Chambers*  
*BOARD OF ADJUSTMENT (ZBA): Thursday, 6/15/23, 6PM, Council Chambers*  
*PONTCHARTRAIN LEVEE DISTRICT: Monday, 6/19/23, 6PM, Pontchartrain Levee District Headquarters Complex, 2069 Railroad Avenue, Lutcher*  
*ST. CHARLES PARISH COUNCIL: Monday, 6/19/23, 6PM, Council Chambers*

### ANNOUNCEMENTS

*PARISH HOLIDAY: Friday, 6/16/23 – Juneteenth*

## SPECIAL MATTERS TO BE CONSIDERED BY COUNCIL

- 181 [2023-0120](#) A resolution appointing an Official Journal to serve the Parish Council of St. Charles Parish for the period June 2023 through June 2024.

**Attachments:** [2023-0120 Official Journal Selection Process.2023](#)

[RS 43 141 - 43 149 Official Journal](#)

#### Legislative History

5/22/23	Parish Council	Authorized
5/22/23	Parish Council	Authorized

### 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.



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[www.stcharlesparish.gov](http://www.stcharlesparish.gov)

## Legislation Details

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**File #:** 2023-0131    **Version:** 1    **Name:** Proclamation: "Alzheimer's and Brain Awareness Month"  
**Type:** Proclamation    **Status:** Special Business  
**File created:** 6/5/2023    **In control:** Parish Council  
**On agenda:** 6/5/2023    **Final action:**  
**Enactment date:**    **Yes**  
**Title:** Proclamation: "Alzheimer's and Brain Awareness Month"  
**Sponsors:** Matthew Jewell  
**Indexes:**  
**Code sections:**  
**Attachments:** [2023-0131 Alzheimer's and Brain Awareness Month](#)

Date	Ver.	Action By	Action	Result
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## PROCLAMATION

**WHEREAS,** Alzheimer's disease is a type of brain disease that causes damage to nerve cells in the brain. It is the most common cause of dementia, a general term for memory loss and other cognitive abilities serious enough to interfere with daily life; and,

**WHEREAS,** Alzheimer's is a progressive disease, where dementia symptoms gradually worsen over a number of years. In its early stages, memory loss is mild, but in the late stage, individuals lose the ability to carry on a conversation and respond to their environment; and,

**WHEREAS,** Alzheimer's is currently ranked as the sixth leading cause of death in the United States. Approximately 6.5 million Americans are living with Alzheimer's and by the year 2050, this number could rise to as high as 13 million; and,

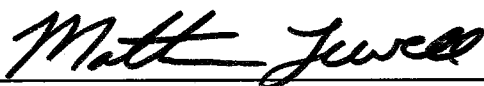
**WHEREAS,** with early detection and diagnosis, individuals and their families can gain access to treatment medications which may help preserve daily functioning for some time, they can enroll in critical research trials, fully participate in planning for the future, and receive help and support from the Alzheimer's Association; and,

**WHEREAS,** there is a need to raise awareness about Alzheimer's disease and to honor all the caregivers who support and care for loved ones suffering with it.

**NOW THEREFORE, BE IT RESOLVED, WE THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, DO HEREBY PROCLAIM THE MONTH OF JUNE 2023 AS**

### **"ALZHEIMER'S AND BRAIN AWARENESS MONTH"**

**IN ST. CHARLES PARISH AND ENCOURAGE ALL CITIZENS TO TAKE PART IN THE LONGEST DAY® CAMPAIGN, WEDNESDAY, JUNE 21, 2023, BY TAKING THE PLEDGE BY PARTICIPATING THROUGH A FUNDRAISER ACTIVITY OF THEIR CHOICE BY EITHER PARTICIPATING AT HOME, ONLINE, OR IN-PERSON TO SHOW SUPPORT FOR THOSE WHO HAVE BEEN AFFECTED BY ALZHEIMER'S DISEASE.**



**MATTHEW JEWELL**  
PARISH PRESIDENT



**DICK GIBBS**  
COUNCILMAN, DISTRICT III



**BETH A. BILLINGS**  
COUNCILWOMAN AT LARGE, DIV. A



**NICKY DUFRENE**  
COUNCILMAN, DISTRICT IV



**HOLLY FONSECA**  
COUNCILWOMAN AT LARGE, DIV. B



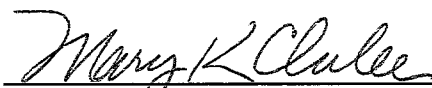
**MARILYN B. BELLOCK**  
COUNCILWOMAN, DISTRICT V



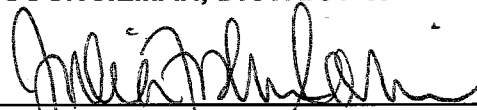
**LA SANDRA DARENSBOURG GORDON**  
COUNCILWOMAN, DISTRICT I



**BOB FISHER**  
COUNCILMAN, DISTRICT VI



**MARY K. CLULEE**  
COUNCILWOMAN, DISTRICT II



**JULIA FISHER-CORMIER**  
COUNCILWOMAN, DISTRICT VII





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## Legislation Details

**File #:** 2023-0132    **Version:** 1    **Name:** Proclamation: "World Elder Abuse Awareness Day"  
**Type:** Proclamation    **Status:** Special Business  
**File created:** 6/5/2023    **In control:** Parish Council  
**On agenda:** 6/5/2023    **Final action:**  
**Enactment date:**    **Yes**  
**Title:** Proclamation: "World Elder Abuse Awareness Day"  
**Sponsors:** Matthew Jewell  
**Indexes:**  
**Code sections:**  
**Attachments:** [2023-0132 World Elder Abuse Awareness Day](#)

Date	Ver.	Action By	Action	Result
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## PROCLAMATION

**WHEREAS,** older adults deserve to be treated with respect and dignity to enable them to serve as leaders, mentors, volunteers, and vital participating members of our communities; and,

**WHEREAS,** in 2006, the International Network for the Prevention of Elder Abuse, in support of the United Nations International Plan of Action, proclaimed a day to recognize the significance of elder abuse as a public health and human rights issue; and,

**WHEREAS,** The National Center on Elder Abuse (NCEA) and St. Charles Parish recognize the importance of taking action to raise awareness, prevent, and address elder abuse; and,

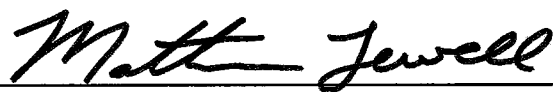
**WHEREAS,** as our population lives longer, we are presented with an opportunity to think about our collective needs and future as a nation. Ageism and social isolation are major causes of elder abuse in the United States. Recognizing that it is up to all of us, to ensure that proper social structures exist so people can retain community and societal connections, reducing the likelihood of abuse; and,

**WHEREAS,** preventing abuse of older adults through maintaining and improving social supports like senior centers, human services, and transportation will allow everyone to continue to live as independently as possible and contribute to the life and vibrancy of our communities.

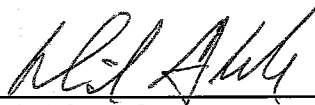
**NOW THEREFORE, BE IT RESOLVED, WE THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, DO HEREBY PROCLAIM JUNE 15, 2023, AS**

### **“WORLD ELDER ABUSE AWARENESS DAY”**

**IN ST. CHARLES PARISH AND ENCOURAGE ALL OF OUR COMMUNITIES TO RECOGNIZE AND CELEBRATE OLDER ADULTS AND THEIR ONGOING CONTRIBUTIONS TO THE SUCCESS AND VITALITY OF OUR COUNTRY.**



**MATTHEW JEWELL**  
PARISH PRESIDENT



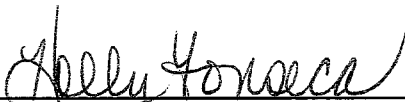
**DICK GIBBS**  
COUNCILMAN, DISTRICT III



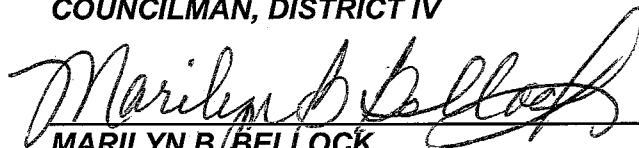
**BETH A. BILLINGS**  
COUNCILWOMAN AT LARGE, DIV. A



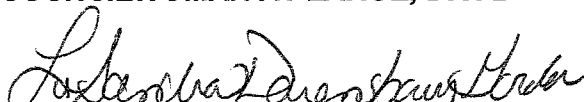
**NICKY DUFRENE**  
COUNCILMAN, DISTRICT IV



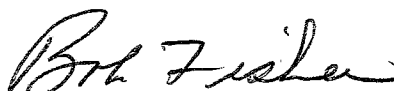
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COUNCILWOMAN AT LARGE, DIV. B



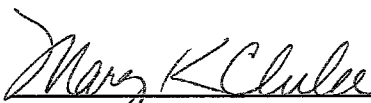
**MARILYN B. BELLOCK**  
COUNCILWOMAN, DISTRICT V



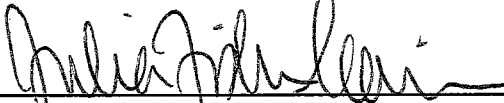
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## Legislation Details

**File #:** 2023-0133    **Version:** 1    **Name:** Juneteenth Day of Observance in St. Charles Parish  
**Type:** Proclamation    **Status:** Special Business  
**File created:** 6/5/2023    **In control:** Parish Council  
**On agenda:** 6/5/2023    **Final action:**  
**Enactment date:**    **Yes**  
**Title:** Proclamation: "Juneteenth Day of Observance in St. Charles Parish"  
**Sponsors:** Marilyn B. Bellock, La Sandra Darensbourg Gordon  
**Indexes:**  
**Code sections:**  
**Attachments:** [2023-0133 Juneteenth Day of Observance](#)

Date	Ver.	Action By	Action	Result
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# PROCLAMATION

**WHEREAS,** on January 1, 1863, the Emancipation Proclamation was signed by President Abraham Lincoln. It took several years, and the end of the civil war for the Emancipation Proclamation to become a reality for hundreds of thousands of enslaved African Americans; and,

**WHEREAS,** on June 19, 1865, two and a half years after the Emancipation Proclamation became official, Major-General Gordon Granger, along with more than 1,800 federal troops, arrived in Galveston, Texas, to take control of the state and ensure freedom for the last remaining slaves in the area; and,

**WHEREAS,** the newly freed African Americans rejoiced by praying, dancing, and gathering for community feasts. Those gatherings recurred each year, commemorating what became known as Freedom Day; also known as Jubilee Day, Liberation Day, Emancipation Day, and Juneteenth; and,

**WHEREAS,** Juneteenth has always been both a day of remembrance and an opportunity for African Americans to honor their history and celebrate their culture. It is a time for reflection and rejoicing, for assessment, self-improvement, and planning the future; and,

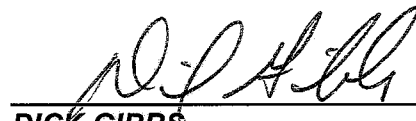
**WHEREAS,** in cities across the country people of all races, nationalities, and religions are joining hands to truthfully acknowledge a period in our history that shaped and continues to influence our society today.

**NOW THEREFORE, BE IT RESOLVED, WE THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, DO HEREBY PROCLAIM JUNE 19, 2023 AS**

## "JUNETEENTH DAY OF OBSERVANCE IN ST. CHARLES PARISH"



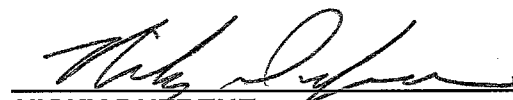
**MATTHEW JEWELL  
PARISH PRESIDENT**



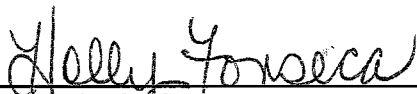
**DICK GIBBS  
COUNCILMAN, DISTRICT III**



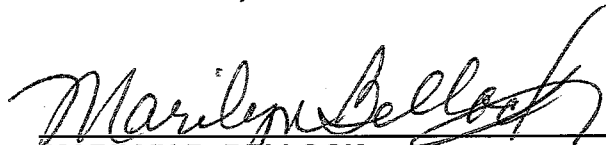
**BETH A. BILLINGS  
COUNCILWOMAN AT LARGE, DIV. A**



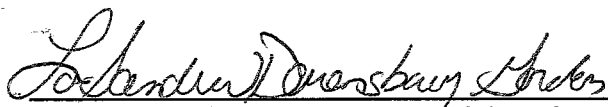
**NICKY DUFRENE  
COUNCILMAN, DISTRICT IV**



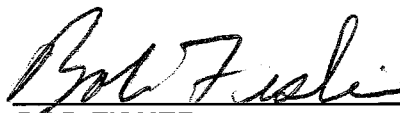
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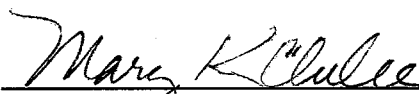
**MARILYN B. BELLOCK  
COUNCILWOMAN, DISTRICT V**



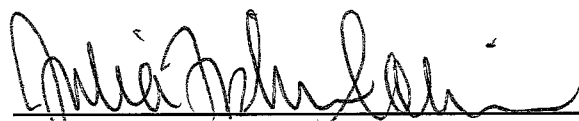
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COUNCILWOMAN, DISTRICT I**



**BOB FISHER  
COUNCILMAN, DISTRICT VI**



**MARY K. GULEE  
COUNCILWOMAN, DISTRICT II**



**JULIA FISHER-CORMIER  
COUNCILWOMAN, DISTRICT VII**



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## Legislation Details

**File #:** 2023-0134    **Version:** 1    **Name:** Special election to authorize the renewal of a special tax (ARC)  
**Type:** Resolution    **Status:** In Council - Resolutions  
**File created:** 6/5/2023    **In control:** Parish Council  
**On agenda:** 6/5/2023    **Final action:**  
**Enactment date:**    **Yes**  
**Title:** A resolution ordering and calling a special election to be held in the Parish of St. Charles, State of Louisiana, to authorize the renewal of a special tax (ARC) therein; making application to the State Bond Commission and providing for other matters in connection therewith.  
**Sponsors:** Matthew Jewell, Bond Counsel  
**Indexes:**  
**Code sections:**  
**Attachments:** [2023-0134 Exhibit A](#)  
[2023-0134 Certificate](#)

Date	Ver.	Action By	Action	Result
6/5/2023	1	Parish President	Introduced	

NOTICE OF SPECIAL ELECTION

Pursuant to the provisions of a resolution adopted by the St. Charles Parish Council (the "Governing Authority"), acting as the governing authority of the Parish of St. Charles, State of Louisiana (the "Parish"), on June 5, 2023, NOTICE IS HEREBY GIVEN that a special election will be held within the Parish on **SATURDAY, OCTOBER 14, 2023**, and that at the said election there will be submitted to all registered voters in the Parish qualified and entitled to vote at the said election under the Constitution and Laws of the State of Louisiana and the Constitution of the United States, the following proposition, to-wit:

**MILLAGE RENEWAL (ARC) PROPOSITION**

Shall the Parish of St. Charles, State of Louisiana (the "Parish"), continue to levy a special tax of .66 mills on all the property subject to taxation in the Parish (an estimated \$1,208,700 reasonably expected at this time to be collected from the levy of the tax for an entire year), for a period of 10 years, beginning with the year 2025 and ending with the year 2034, for the purpose of operating, maintaining and constructing facilities and for providing services associated with the ARC of St. Charles for all people with intellectual and developmental disabilities in St. Charles Parish?

Said special election will be held at each and every polling place in the Parish, which polls will open at seven o'clock (7:00) a.m. and close at eight o'clock (8:00) p.m., in accordance with the provisions of La. R.S. 18:541.

The polling places for the precincts are hereby designated as the polling places at which to hold the said election, and the Commissioners-in-Charge and Commissioners, respectively, shall be those persons designated according to law.

The estimated cost of this election as determined by the Secretary of State based upon the provisions of Chapter 8-A of Title 18 and actual costs of similar elections is \$7,500.

Notice is further given that a portion of the monies collected from the tax described in the Proposition shall be remitted to certain state and statewide retirement systems in the manner required by law.

The said special election will be held in accordance with the applicable provisions of Chapter 5 and Chapter 6-A of Title 18 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority, and the officers appointed to hold the said election, as provided in this Notice of Special Election, or such substitutes therefor as may be selected and designated in accordance with La. R.S. 18:1287, will make due returns thereof to said Governing Authority, and NOTICE IS HEREBY FURTHER GIVEN that the Governing Authority will meet at its regular meeting place, the St. Charles Parish Courthouse, 15045 River Road, Hahnville, Louisiana, on **MONDAY, NOVEMBER 6, 2023**, at **SIX O'CLOCK (6:00) P.M.**, and shall then and there in open and public session proceed to examine and canvass the returns and declare the result of the said special election. All registered voters of the Parish are entitled to vote at said special election and voting machines will be used.

STATE OF LOUISIANA

PARISH OF ST. CHARLES

I, the undersigned Secretary of the St. Charles Parish Council (the "Governing Authority"), the governing authority of the Parish of St. Charles, State of Louisiana (the "Parish"), do hereby certify that the foregoing pages constitute a true and correct copy of the proceedings taken by the Governing Authority on June 5, 2023, ordering and calling a special election to be held in the Parish of St. Charles, State of Louisiana, to authorize the renewal of a special tax (ARC) therein; making application to the State Bond Commission and providing for other matters in connection therewith.

IN FAITH WHEREOF, witness my official signature at Hahnville, Louisiana, on this, the 5<sup>th</sup> day of June, 2023.

---

Secretary



# St. Charles Parish

St. Charles Parish  
Courthouse  
15045 Highway 18  
P.O. Box 302  
Hahnville, LA 70057  
985-783-5000  
[www.stcharlesparish.gov](http://www.stcharlesparish.gov)

## Legislation Details

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**File #:** 2023-0135    **Version:** 1    **Name:** Department of Emergency Preparedness and Hurricane Preparedness  
**Type:** Report    **Status:** In Council - Reports  
**File created:** 6/5/2023    **In control:** Parish Council  
**On agenda:** 6/5/2023    **Final action:**  
**Enactment date:**    **Yes**  
**Title:** Department of Emergency Preparedness and Hurricane Preparedness  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
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985-783-5000  
[www.stcharlesparish.gov](http://www.stcharlesparish.gov)

## Legislation Details

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**File #:** 2023-0136    **Version:** 1    **Name:** Parish President Remarks/Report  
**Type:** Report    **Status:** In Council - Reports  
**File created:** 6/5/2023    **In control:** Parish Council  
**On agenda:** 6/5/2023    **Final action:**  
**Enactment date:**    **Yes**  
**Title:** Parish President Remarks/Report  
**Sponsors:** Matthew Jewell  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
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# St. Charles Parish

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

## Legislation Details

**File #:** 2023-0115    **Version:** 2    **Name:** Amendments of the Home Rule Charter, Article III, Sections A. 2. and B. 2., to adjust the annual salaries of the Parish Council and Parish President as well as provide for submission of the proposed amendments to the qualified electors

**Type:** Ordinance    **Status:** Introduced For Public Hearing

**File created:** 6/5/2023    **In control:** Parish Council

**On agenda:** 6/5/2023    **Final action:**

**Enactment date:**    **Yes**

**Title:** An ordinance to provide for amendments of the St. Charles Parish Home Rule Charter, Article III, Sections A. 2. and B. 2., to adjust the annual salaries of the St. Charles Parish Council and Parish President as well as provide for submission of the proposed amendments to the qualified electors of the Parish of St. Charles.

**Sponsors:** Holly Fonseca, Beth A. Billings, La Sandra Darensbourg Gordon, Mary K. Clulee, Dick Gibbs, Bob Fisher

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
6/5/2023	2	Council Member(s)	Introduced	
5/22/2023	1	Legislative Committee	Discussed.	



# St. Charles Parish

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

## Legislation Details

**File #:** 2023-0126    **Version:** 1    **Name:** M-2 to M-1 on Lots 12, 13, 14, 15, 16, 17, 18, & 19, Esperanza Business Park Phase 2, Final Plan Esperanza Business Park Phase 2 by Stephen P. Flynn, PLS, as requested by Debra Dufresne Vial for Esperanza Land, LLC & Hank Tatje for T Times 4, LLC

**Type:** Ordinance    **Status:** Public Hearing

**File created:** 5/22/2023    **In control:** Parish Council

**On agenda:** 6/5/2023    **Final action:**

**Enactment date:**    **Yes**

**Title:** An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from M-2 to M-1 on Lots 12, 13, 14, 15, 16, 17, 18, & 19, Esperanza Business Park Phase 2, as shown on the Final Plan Esperanza Business Park Phase 2 by Stephen P. Flynn, PLS dated April 8, 2020, Deputy Jeff G. Watson Drive, Luling, as requested by Debra Dufresne Vial for Esperanza Land, LLC & Hank Tatje for T Times 4, LLC.

**Sponsors:** Matthew Jewell, Department of Planning & Zoning

**Indexes:**

**Code sections:**

**Attachments:** [2023-0126 RECOMMENDATIONS AT A GLANCE](#)  
[2023-0126 Minutes](#)  
[2023-0126 Staff Report](#)  
[2023-0126 Survey](#)  
[2023-0126 AERIAL](#)  
[2023-0126 ZONING](#)  
[2023-0126 FLUM](#)  
[2023-0126 Application1](#)

Date	Ver.	Action By	Action	Result
5/22/2023	1	Parish Council		
5/22/2023	1	Parish President	Introduced	
5/4/2023	1	Department of Planning & Zoning	Recommended	Approval
5/4/2023	1	Planning Commission	Recommended	Approval
4/4/2023	1	Department of Planning & Zoning	Received/Assigned	PH

## **RECOMMENDATIONS AT A GLANCE**

**2023-6-R requested by Debra Dufresne Vial for Esperanza Land, LLC & Hank Tatje for T Times 4, LLC for a change of zoning from M-2 to M-1 on Lots 12 through 19, Esperanza Business Park Phase 2, Deputy Jeff G. Watson Drive, Luling. Council District 1.**

**Planning Department Recommendation:**

Approval.

**Planning Commission Recommendation:**

Approval.

**2023-6-R** requested by **Debra Dufresne Vial for Esperanza Land, LLC & Hank Tatje for T Times 4, LLC** for a change of zoning from M-2 to M-1 on Lots 12 thru 19, Esperanza Business Park Phase 2, **Deputy Jeff G. Watson Drive, Luling**. Council District 1.

**Mr. Welker** – This rezoning request is actually to down zone M-2 to M-1 the department recommends approval because the request meets the first, second and third rezoning criteria the area has a future land use designation of business park which the M-1 zoning would fit within as it permits that type of development and it would not be a spot zone as there is M-1 zoning within the area this wouldn't be a spot zone isolated M-1. It meets criteria two regarding land use pattern or character changing so at the existing zoning no longer allows reasonable use so since that M-2 zoning district was established the area is actually been subdivided into Esperanza Business Park Phase II so it's been parcelized as smaller lots and the M-2 zoning district has some of the larger setback requirements in the parish there is also buffering requirements, so the buildable area on what's now smaller lots is significantly reduced I think there's rear yards of 50 ft. or so 35 ft. side yards and what not, so going down to M-1 where setback requirements are a little bit more normal fitting for the lots there would be just more appropriate for the type of development that I think is expected on these properties so, the M-1 zoning would offer for more reasonable use and then potential use permitted by the proposal of rezoning would not be incompatible the area consist a mix of M-1 light industrial, commercial, institutional uses so whatever is permitted in the M-1 zoning district would pretty much fit with what's in the area not to mention that whatever is permitted in M-1 zoning district is already permitted in the M-2 zoning district there's really not a change there so it would meet criteria three. So, once again we recommend approval based on meeting the first, second and third criteria.

**Commissioner Keen** – Mrs. Vial is not present at this time they have submitted a letter asking for assistance to help with that, is there a designated representative to speak at this time. Ok having seen none.

The public hearing was open and close after no one spoke for or against.

**Commissioner Keen** – is there any questions from the council. No questions from the parish at this time, so do we have a motion to move forward.

Commissioner Petit made a motion, second by Commissioner deBruler.

**YEAS: PRICE, KEEN, PETIT, FRANGELLA, DEBRULER, KRAJECER, ROSE**  
**NAYS: NONE**  
**ABSENT: NONE**

**PASSED**



## Department of Planning & Zoning Staff Report – Map Amendment Case No. 2023-6-R

### APPLICATION INFORMATION

- **Submittal Date:** 4/4/23
- **Applicant / Property Owner**

Debra Dufresne Vial	Hank Tatje
Esperanza Land, LLC	T Times 4, LLC
14035 River Road	1714 Cannes Drive
Luling, LA 70070	LaPlace, LA 70068
(504)-559-4910	(504)-908-6158;
debbie@514enterprises.com	hank@cypressmanagers.com
- **Request**

Change of zoning from M-2, Heavy Manufacturing and Industry to M-1, Light Manufacturing and Industry

### SITE INFORMATION

- **Location**

Deputy Jeff G. Watson Drive, Luling; Lots 12 thru 19, Esperanza Business Park Ph. 2
- **Size:** 13 acres
- **Current Use**

The subject lots are cleared but remain undeveloped.
- **Surrounding Zoning**

The site is in an area consisting of C-3, M-1, and M-2 zoning.
- **Surrounding Uses**

The subject lots are located within Esperanza Business Park Phase 2, which aside from a concrete batching plant on Lot 11 remains mostly undeveloped.

Esperanza Business Park Phase 2 is adjacent to Esperanza Business Park Phase 1 (Judge Edward Dufresne Parkway side) and Dufrense Business Park (River Road side), which are developed with a mix of commercial, industrial, and institutional uses.
- **Zoning History**

The M-2 zoning district was established through a map amendment approved on February 20, 2006, Ordinance 06-2-5.
- **Future Land Use Recommendation**

*Business Park – This category provides for the development of planned business, office, technology, warehouse and research activities, as well as related ancillary uses, such as shipping offices, office supply, services, hotels and restaurants. Business parks should incorporate design standards such as screening, landscaping and site location criteria.*
- **Traffic Access**

Each lot has frontage on Deputy Jeff G. Watson Drive, a 60 ft. right-of-way with an improved concrete roadway.
- **Utilities**

Esperanza Business Park Phase 2 was dedicated in December 2020. The development of the subdivision included public water and drainage, but not sewer.

## APPLICABLE REGULATIONS

### Appendix A. Section VI. – Zoning District Criteria and Regulations

#### [I.] M-1 Light manufacturing and industry district:

1. Use Regulations: A building or land may be used for the following purposes if in accordance with the special provisions outlined below.
  - a. A building or land shall be used only for the following purposes:
    - (1) Those uses identified as items 2 through 27 as listed in the C-3 District.
    - (2) Office parks which shall include groups or clusters of administrative, professional, and other business offices as well as individual banks and restaurants.
    - (3) Agriculture and other general farming uses.
    - (4) Warehousing and storage of nonhazardous material.
    - (5) Assembly plants.
    - (6) Bottled gas sales and/or service.
    - (7) Food processing plants.
    - (8) Cellophane products manufacturing.
    - (9) Cold storage or refrigerating plants.
    - (10) Electrical parts manufacturing and assembly.
    - (11) Fiber products manufacturing (previously prepared fiber).
    - (12) Garment manufacturing.
    - (13) Glass products manufacturing.
    - (14) Ironwork (no foundry, drop hammer, and no punch presses over twenty (20) tons capacity).
    - (15) [Repealed by Ord. No. 92-1-1, § I, 1-21-92.]
    - (16) Leather products manufacturing (previously prepared leather).
    - (17) Commercial vehicle and heavy equipment sales and service.
    - (18) Millwork.
    - (19) Paint mixing and treatment (not employing a boiling process).
    - (20) Paper products manufacturing (previously prepared material).
    - (21) Plastic products manufacturing (previously prepared material).
    - (22) Sheet metal products manufacturing (light).
    - (23) Sign manufacture.
    - (24) Open storage of building material, lumber, machinery and pipe, provided the material is enclosed within a solid fence at least six feet high within required building lines when the storage area is adjacent to or across the street from an A, R, or C District.
    - (25) Railroad freight terminals, switching and classification yards, repair shops, roundhouse, power houses and fueling, sanding and watering stations.
    - (26) Television and radio broadcasting transmitters.
    - (27) Textile products manufacturing.
    - (28) Toy manufacturing.
    - (29) Well drilling services.
    - (30) Wood products manufacturing (assembling work and finishing).
    - (31) Automobile Fleet Services: Examples include rental car facilities, overnight truck parking, dispatch locations, and any use related to the temporary or periodical parking of operative motor vehicles.
  - b. Special exception uses and structures (variation):
    - (1) Temporary construction facilities for a period of one (1) year upon approval of the Planning Director.
  - c. Special permit uses and structures include the following:
    - (1) Office buildings for gambling operations, excluding all gaming activities, upon review and approval by the Planning Commission and supporting resolution of the Council.
    - (2) Operations which store or utilize hazardous materials identified through guidelines contained in subsection VI.D.I.4.b. of these regulations upon review and approval of the Planning Commission and supporting resolution of the Council.
    - (3) Cellular installations and PCS (personal communication service) installations.
    - (4) Truck terminals (with video poker gaming facilities) upon review and approval of the Planning Commission, and supporting resolution of the Council (Ord. No. 98-4-17, § IV, 4-20-98).  
Truck terminals with video poker gaming facilities shall conform to the regulations set forth by the state of Louisiana and to the following regulations:
      - (1) Frontage shall be on a median-divided, major arterial with a minimum of 4-roadway lanes, and having federal or state designation.
      - (2) Minimum lot size of site shall be ten (10) acres.
      - (3) Truck terminals with video poker gaming facilities shall also have all of the following amenities:
        - a) a separate truckers' lounge
        - b) a full-service laundry facility located in a convenient area for truckers' use
        - c) private showers for men and women and not located in an area open to general public restroom facilities
        - d) a travel store with items commonly referred to as truckers' supplies (items commonly used only by commercial motor vehicles)
        - e) truck scales
        - f) separate truckers' telephones
        - g) permanent storage facilities for fuel

- (4) These regulations shall not be applied to any truck stops with video poker gaming facilities which have received a Certificate of Zoning Compliance previous to the date of this ordinance, notwithstanding any other provisions of this ordinance.
  - (5) *Towing yard.* Towing yards, upon review and approval by the Planning Commission and supporting resolution of the Council, shall conform to the following regulations:
    - (1) Site plan approval. All tow yard operators must secure approval of a site plan. The site plan shall include:
      - a) The storage layout and the maximum number of vehicles proposed to be stored. All storage parking spaces shall open directly to an access drive. Vehicles shall not be stored on top of each other. All vehicles shall be stored on an aggregate parking surface;
      - b) A seven-foot solid, opaque fence will enclose such yards and shall be maintained in a constant state of good repair. Entrances will be constructed of the same material as the fence. All entrances shall remain closed when not in use;
      - c) A ten (10) foot buffer zone when abutting a C-3 or lesser intensive use or zoning district. The buffer shall be planted with acceptable trees and shrubs;
      - d) All buildings and structures to be located on the site and the required off-street parking layout.
    - (2) Towing yard operators shall maintain records of each vehicle and its storage period. These records shall be available upon request of the planning department.
    - (3) Towing yards shall also adhere to state and local licensing requirements.
    - (4) Any change of permitted plan will result in a cease and desist order being placed on the towing yard.
    - (6) Green markets upon review and approval by the Planning Commission and supporting resolution of the Council. Such sites must possess frontage on a hard-surfaced public collector or arterial street.
    - (7) Barrooms, night clubs, lounges and dancehalls upon review and approval by the Planning Commission and supporting resolution of the Council.
    - (8) Automotive racing tracks and strips upon receiving a recommendation of the Planning and Zoning Commission and an ordinance granting approval by the Parish Council.
    - (9) Disposal and/or deposition of directional boring slurry upon receiving a recommendation by the planning and zoning commission and an ordinance granting approval by the parish council. The requirement for a special permit shall not apply to directional boring associated with oil and gas production, nor shall it apply to the incidental or accidental deposition at the site of the boring.
2. Spatial Requirements:
- a. Minimum lot size: Ten thousand (10,000) square feet.  
Minimum width: One hundred (100) feet.
  - b. Minimum yard sizes:
    - (1) Front - twenty-five (25) feet
    - (2) Side - fifteen (15) feet
    - (3) Rear - twenty-five (25) feet.
    - (4) Whenever property abuts a major drainage canal as defined by the Subdivision regulations the required setback for all structures shall be ten (10) feet measured from the inner boundary of such servitude or right-of-way, not withstanding any other more restrictive setbacks, this provision shall not apply to any lot of record created and existing prior to the effective date of Ordinance No. 99-12-8, December 15, 1999.
3. Transportation System: Arterial, rail, water.
4. Special Provisions:
- a. No manufacturing operations within the M-1 zoning district shall emit odors, gas or fumes beyond the lot line or produce a glare beyond the lot line. All facilities shall be dust-proofed including walkways, driveways and parking areas. All operations must be conducted within a building or within an area enclosed on all sides by a solid fence or wall no less than six (6) feet in height.
  - b. Where any industrial or commercial use in an M-1 zoning district abuts any residential district or use, a six-foot high solid wood or vinyl fence or masonry wall shall border the same and there shall be a buffer strip fifteen (15) feet wide designated and maintained on the site planted with plant materials acceptable for buffer zones unless the Planning and Zoning Department shall require a greater buffer strip.
  - c. The use(s) shall not receive, process, or create hazardous materials which are listed on the latest National Toxicology Programs Annual Report on Carcinogens, SARA Title III section 302 (EHS), and/or SARA Title III Section 313 (toxicity) without a special permit as identified in section VI.D.[I].1.c of this ordinance. Whenever a proposed development or expansion involves chemical processing or storage on a site in an M-1 zoning district and the uses do not require a special permit as identified in section VI.D.[I].1.c of this ordinance, certification shall be furnished by a chemical engineer, registered in the State of Louisiana and approved by the Parish of St. Charles, that materials associated with the enterprise do not appear on cited hazardous material lists. Those chemicals or materials which are permitted under this regulation either by special permit or certification of compliance, shall be stored in accordance with the National Fire Protection Association Flammable and Combustible Liquids Code (NFPA 30 1990), or amended version. With regard to placement of allowable materials on site, the minimum distance in feet from property line which is or can be built upon, including the opposite side of a public roadway, shall be two times the minimum distances required by NFPA 30. In the event the distances required by this paragraph exceed the minimum distances required by NFPA 30, then the requirements of this paragraph shall govern.

#### **Appendix A. Section XV. - Amendment procedure**

D. Rezoning guidelines and criteria: The proponent for a change should present reasonable factual proof that two or more of the following criteria are met:



1. The proposed rezoning conforms to land development pattern established by the St. Charles Parish Comprehensive Plan Future Land Use Map and does not create a spot zone that is incompatible with the surrounding neighborhood.
2. The Land-use pattern or character has changed to the extent that the existing zoning no longer allows reasonable use of the applicant's property, and that the proposed zoning does. In order to determine what is reasonable use of the property, the proponent for the zoning change should consider one or more of the following:
  - a. Consideration of uses on adjacent properties that would limit the use of the site under consideration.
  - b. Consideration of unique or unusual physical or environmental limitations due to size, shape, topography or related hazards or deficiencies.
  - c. Consideration of changes in land value, physical environment or economic aspects which can be shown to limit the usefulness of vacant land or buildings.
3. Potential uses permitted by the proposed rezoning will not be incompatible with existing neighborhood character nor will they overburden public facilities and infrastructure.

The Planning Staff shall base rezoning analyses on these criteria but shall not be prohibited from factoring unique circumstances of the application into the analysis. The Planning and Zoning Commission may state in its recommendations to the Council: its concurrence with, or rejection of, any or all of the proponents' case for the suggested amendment, and/or its position relative to proponents' statements on the case. Planning Staff analyses and recommendations shall be forwarded to the Council along with the Commission's recommendations.

- E. Rezoning approval criteria: Before the Council votes to approve a rezoning, there should be reasonable factual proof by the applicant that:
1. The proposed map amendment is in compliance, or is not in conflict, with the goals and recommendations of the St. Charles Parish Comprehensive Plan and Future Land Use Map, also
  2. The proposed map amendment does not negatively impact the health, safety, and welfare of the community.

<b>REZONING GUIDELINE &amp; CRITERIA EVALUATION</b>
---

1. *The proposed rezoning conforms to the land development pattern established by the St. Charles Parish Comprehensive Plan Future Land Use Map and does not create a spot zoning that is incompatible with the surrounding neighborhood.*

The subject site is designated *Business Park*, which “provides for the development of planned business, office, technology, warehouse and research activities, as well as related ancillary uses, such as shipping offices, office supply, services, hotels and restaurants.” The M-1 zoning district, where office parks are permitted, conforms to this land development pattern. The proposed M-1 district is not considered a spot zone. It does not give to a single lot or a small area privileges not extended to other land in the vicinity. **The request meets the first guideline.**

2. *The Land-use pattern or character has changed to the extent that the existing zoning no longer allows reasonable use of the applicant's property and the proposed zoning does.*

The M-2 zoning district was established in 2006 when the subject site consisted of two large tracts 14 and 4D-1-A. In December 2020 Esperanza Business Park Phase 2 was approved and dedicated resulting in lots 12 thru 19. These lots range in size from 49,019 to 99,481 sq. ft. The M-2 zoning district permits some of the most intense uses in St. Charles Parish, which are more suited for large development sites. This is reflected by the M-2 district requiring the largest standard side and rear setbacks in St. Charles Parish (35 ft. and 50 ft. respectively) in addition to buffering. The increased setbacks and other restrictions in the M-2 district limits the development potential of the lots created as part of Esperanza Business Park Phase 2. The existing M-2 zoning no longer allows for reasonable use of property, and the proposed M-1 zoning is more suitable for the development of the business park. **The request meets the second guideline.**

3. *Potential uses permitted by the proposed rezoning will not be incompatible with existing neighborhood character nor will they overburden public facilities and infrastructure.*

The subject site is located within Esperanza Business Park Phase 2, which is mostly undeveloped but zoned for both M-1 and M-2 uses. Adjacent developments which include Esperanza Business Park Phase 1 and Dufresne Business Park are both zoned for and developed with uses permitted under M-1. A downzoning from M-2 to

M-1 would result in development which is more compatible with the current and intended character. Existing infrastructure was dedicated in 2020 under the current M-2 zoning, which permits M-1 uses. This change of zoning will not result in a different form of development that may overburden these facilities. **The request meets the third guideline.**

<b>DEPARTMENT RECOMMENDATION</b>
----------------------------------

**Approval, based on meeting the first, second, and third rezoning criteria.**

**This request will be forwarded to the Parish Council for a second public hearing with the Planning Commission's recommendation.**

**SURVEYOR'S NOTES:**

- A. ST. CHARLES PARISH LAND USE REGULATIONS, INCLUDING SETBACK STANDARDS, SUPERSEDE PRIVATE SUBDIVISION COVENANTS WHERE PARISH REGULATIONS ARE MORE RESTRICTIVE.
- B. THE STORM DRAINAGE RUN-OFF WILL BE HANDLED VIA A COMBINATION OF OPEN SWALES AND SUBSURFACE DRAINAGE PIPES AND DRAINED INTO THE WEST AND EAST DRAINAGE CANALS. ULTIMATELY, THE STORM DRAINAGE RUN OFF IS PARTIALLY CONVEYED UNDER LA HIGHWAY 5127 VIA THE HYMEL CANAL AND PARTIALLY CONVEYED VIA THE SUBSURFACE DRAINAGE PIPE UNDER I-310 TO THE 80 ARPERT PUMP STATION AND THENCE INTO THE 80 ARPERT CANAL.

C. THE FINAL PLAT IS BASED UPON AN ACTUAL SURVEY MADE BY STEPHEN P. FLYNN, P.L.S., THE DISTANCES, COURSES, AND ALL SURVEY INFORMATION ARE SHOWN CORRECTLY. MONUMENTS HAVE BEEN SET AND THE LOT AND BLOCK CORNERS ARE STAKED CORRECTLY ON THE GROUND AND THE PROFESSIONAL LAND SURVEYOR HAS FULLY COMPLIED WITH THE PROVISIONS OF LOUISIANA REVISED STATUTES 33:5051, ET SEQ., AND ALL PARISH ORDINANCES GOVERNING THE SUBDIVISION OF LAND.

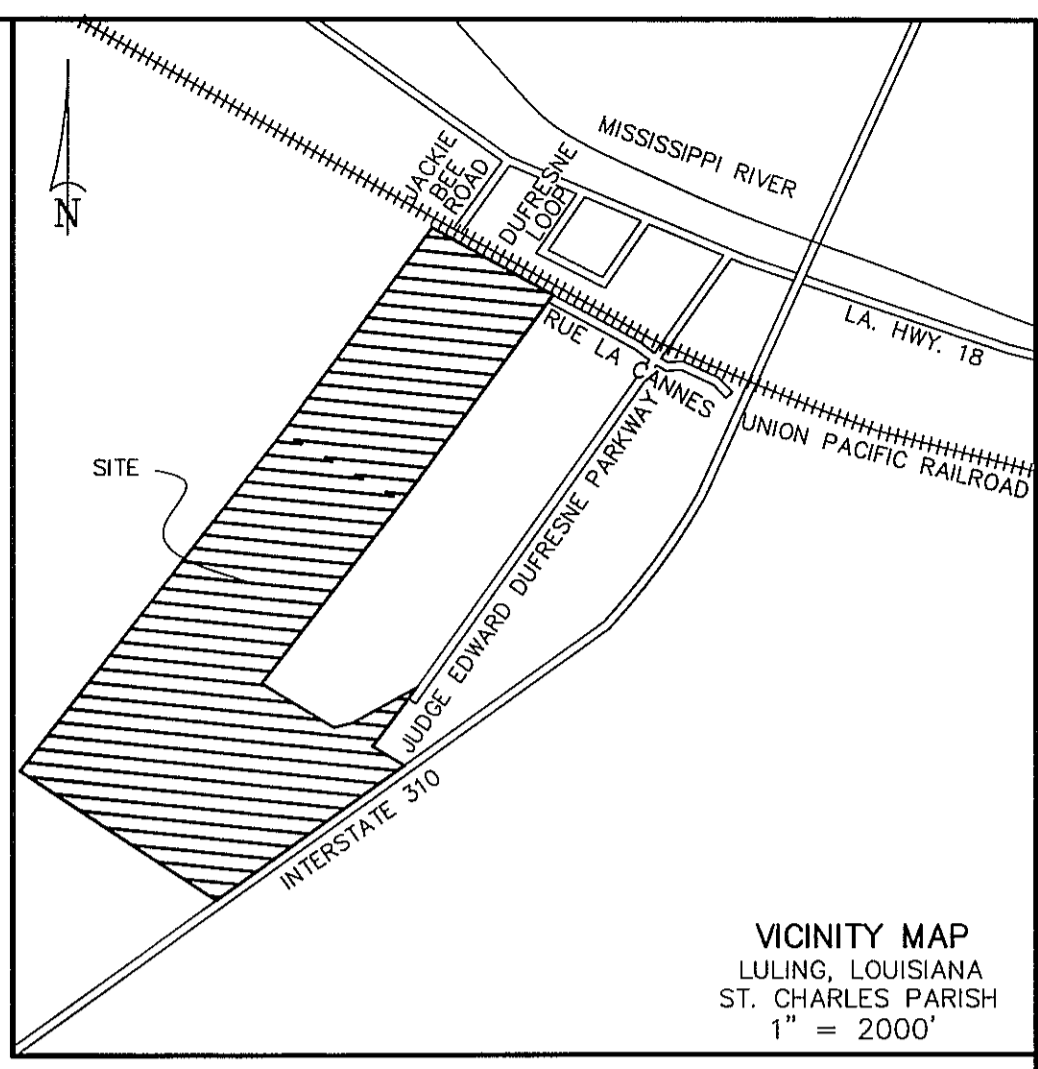
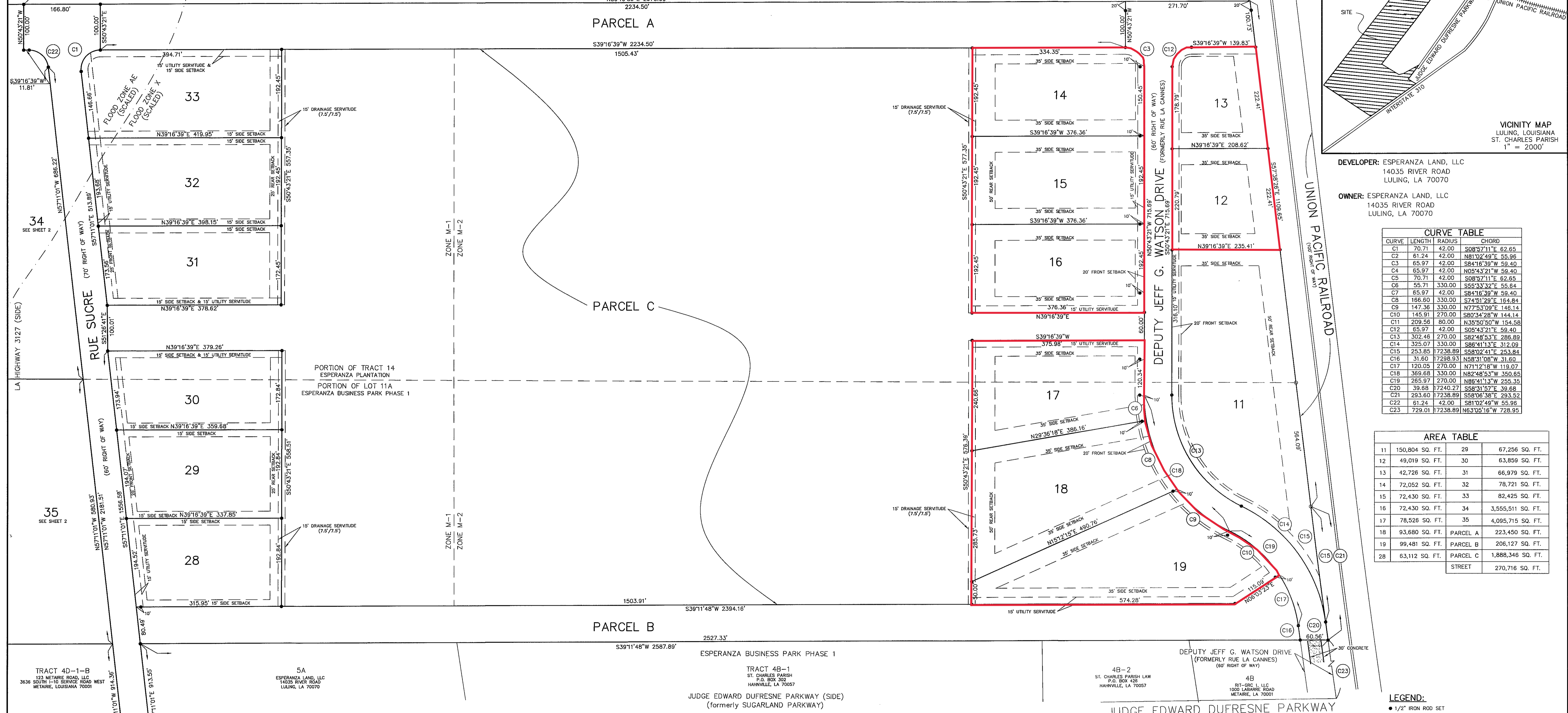
**SURVEY REFERENCE:**

- 1. ESPERANZA BUSINESS PARK PHASE 1 BY STEPHEN P. FLYNN, P.L.S. DATED 1/17/2006 LAST REVISED 9/7/2006.
- 2. SURVEY PLAT AND RESUBDIVISION OF LOTS 4 & 11 ESPERANZA BUSINESS PARK, PHASE 1 INTO LOTS HEREIN DESIGNATED 4A & 11A, ESPERANZA BUSINESS PARK, PHASE 1 BY STEPHEN P. FLYNN, P.L.S. DATED 8/15/2007.
- 3. ZONING REQUEST MAP OF TRACTS 1 THRU 13 OF ASHTON PLANTATION BY DON RAY SCHMEIDER, P.L.S. DATED 1/19/1987.

ESPERANZA PLANTATION  
ESPERANZA LAND, LLC  
14035 RIVER ROAD  
LULING, LA 70070

**FINAL PLAN**  
**ESPERANZA BUSINESS PARK PHASE 2**

SURVEY PLAT AND RESUBDIVISION OF A PORTION OF LOT 11A OF ESPERANZA BUSINESS PARK PHASE 1 & A PORTION OF TRACT 14 OF ESPERANZA PLANTATION INTO LOTS 11, 12, 13, 14, 15, 16, 17, 18, 19, 28, 29, 30, 31, 32, 33, 34, 35, PARCEL A, PARCEL B & PARCEL C OF ESPERANZA BUSINESS PARK PHASE 2 SITUATED IN SECTIONS 1, 81, 99, 100, 101, 102 & 121, T-13-S, R-20-E LULING, ST. CHARLES PARISH, LOUISIANA



DEVELOPER: ESPERANZA LAND, LLC  
14035 RIVER ROAD  
LULING, LA 70070

OWNER: ESPERANZA LAND, LLC  
14035 RIVER ROAD  
LULING, LA 70070

**CURVE TABLE**

CURVE	LENGTH	RADIUS	CHORD
C1	70.71	42.00	S08°57'11"E 62.65
C2	61.24	42.00	N81°02'49"E 55.96
C3	65.97	42.00	S84°16'39"W 59.40
C4	65.97	42.00	N05°43'21"W 59.40
C5	70.71	42.00	S08°57'11"E 62.65
C6	55.71	330.00	S82°33'27"E 55.84
C7	65.97	42.00	S84°16'39"W 59.40
C8	166.60	330.00	S74°51'29"E 164.84
C9	147.36	330.00	N77°53'09"E 146.14
C10	145.91	270.00	S80°34'28"W 144.14
C11	209.56	80.00	N35°50'50"W 154.56
C12	65.97	42.00	S05°43'21"E 59.40
C13	302.46	270.00	S82°45'37"E 286.99
C14	325.07	330.00	S86°41'13"E 312.08
C15	253.85	17238.89	S88°02'41"E 253.84
C16	31.60	17238.93	N88°31'08"W 31.60
C17	120.05	270.00	N71°12'18"W 119.07
C18	365.68	330.00	N82°48'53"W 350.65
C19	265.97	270.00	N88°41'13"W 259.39
C20	39.68	17240.27	S88°31'52"E 39.68
C21	293.60	17238.89	S88°06'38"E 293.52
C22	61.24	42.00	S81°02'49"W 55.96
C23	729.01	17238.89	N63°05'16"W 728.95

**AREA TABLE**

LOT	AREA (SQ. FT.)	AREA (SQ. FT.)
11	150,804	67,256
12	49,019	63,859
13	42,726	66,979
14	72,052	78,721
15	72,430	82,425
16	72,430	3,555,511
17	78,526	4,095,715
18	93,680	223,450
19	99,481	206,127
28	63,112	1,888,346
STREET	270,716	

**STREET DEDICATION:** STREET DEDICATION: "THE RIGHT-OF-WAY OF STREETS SHOWN HEREON, IF NOT PREVIOUSLY DEDICATED, IS HEREBY DEDICATED TO THE PERPETUAL USE OF THE PUBLIC. ALL AREAS SHOWN AS SERVITUDES ARE GRANTED TO THE PUBLIC FOR USE OF UTILITIES, DRAINAGE, SEWAGE REMOVAL, OR OTHER PROPER PURPOSE FOR THE GENERAL USE OF THE PUBLIC. NO BUILDING, STRUCTURE, OR FENCE SHALL BE CONSTRUCTED, NOR SHRUBBERY PLANTED WITHIN THE LIMITS OF ANY SERVITUDE SO AS TO PREVENT OR UNREASONABLY INTERFERE WITH ANY PURPOSE FOR WHICH THE SERVITUDE IS GRANTED."

*Delra Dufresne D. J.*  
SIGNATURE OF OWNER

SEWAGE DISPOSAL: "NO PERSON SHALL PROVIDE A METHOD OF SEWAGE DISPOSAL, EXCEPT CONNECTION TO AN APPROVED SANITARY SYSTEM, UNTIL THE METHOD OF TREATMENT AND DISPOSAL HAS BEEN APPROVED BY THE LOUISIANA DEPARTMENT OF HEALTH OR MODERN EQUIVALENT."

*Delra Dufresne D. J.*  
SIGNATURE OF OWNER

**CURRENT ZONING:** M-1 LIGHT MANUFACTURING AND INDUSTRY DISTRICT  
FRONT SETBACK 25'  
SIDE SETBACK 15'  
REAR SETBACK 25'

M-2 HEAVY MANUFACTURING AND INDUSTRY  
FRONT SETBACK 20'  
SIDE SETBACK 35'  
REAR SETBACK 50'

RESTRICTIVE COVENANTS RECORDED AT:  
COB \_\_\_\_\_ FOLIO \_\_\_\_\_  
ENTRY # \_\_\_\_\_

left blank at the applicants direction 12/29/20

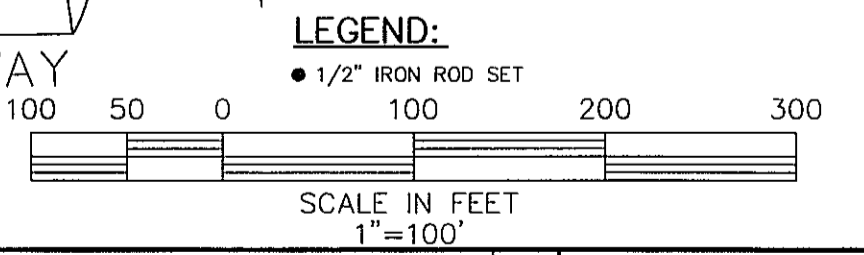
APPROVED: *Math Jewell* 12/8/2020  
PARISH PRESIDENT DATE

*Carmin Foyth* 10/23/2020  
PLANNING & ZONING COMMISSION CHAIRMAN DATE

*N. D. Hill* 12-7-20  
CHAIRMAN OF THE PARISH COUNCIL DATE

*Delra Dufresne D. J.* 11/2/2020  
DEVELOPER DATE

RECORDED IN THE CLERK OF COURT'S OFFICE  
ST. CHARLES PARISH ON THE 6<sup>th</sup>  
DAY OF January, 2021, IN BOOK 900  
FOLIO 664, ENTRY # 485081



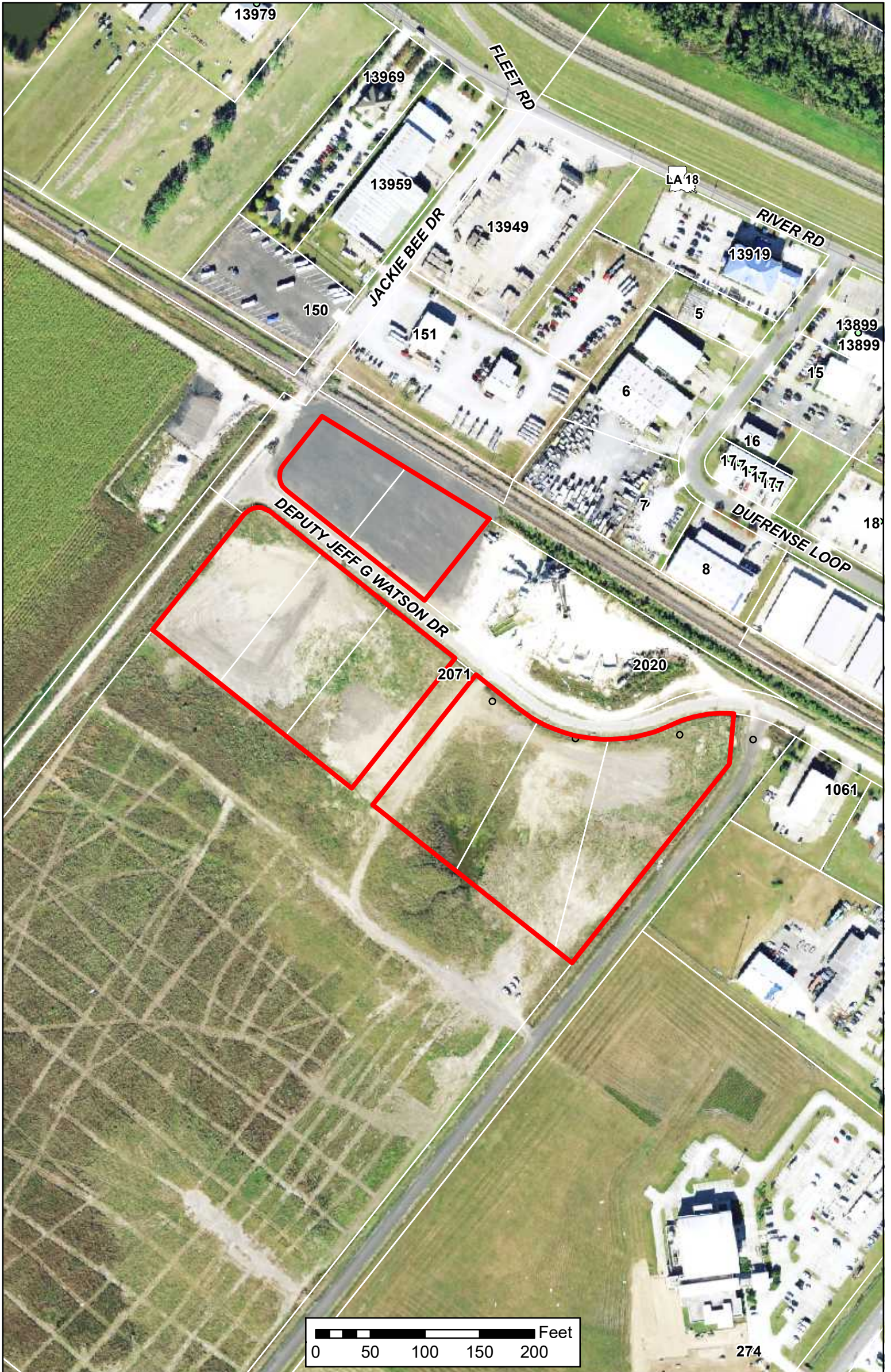
BASIS OF BEARING: PER REFERENCE MAP NO. 1.  
FLOOD NOTE: THE SURVEYED PARCEL IS IN ZONE "X" & "AE" PER FEDERAL INSURANCE RATE MAP NUMBER 220160-0125C DATED 6/16/1992.

**RIVERLANDS SURVEYING COMPANY**  
505 HEMLOCK STREET  
LAPLACE, LA 70068  
1-800-248-6992  
985-652-6368

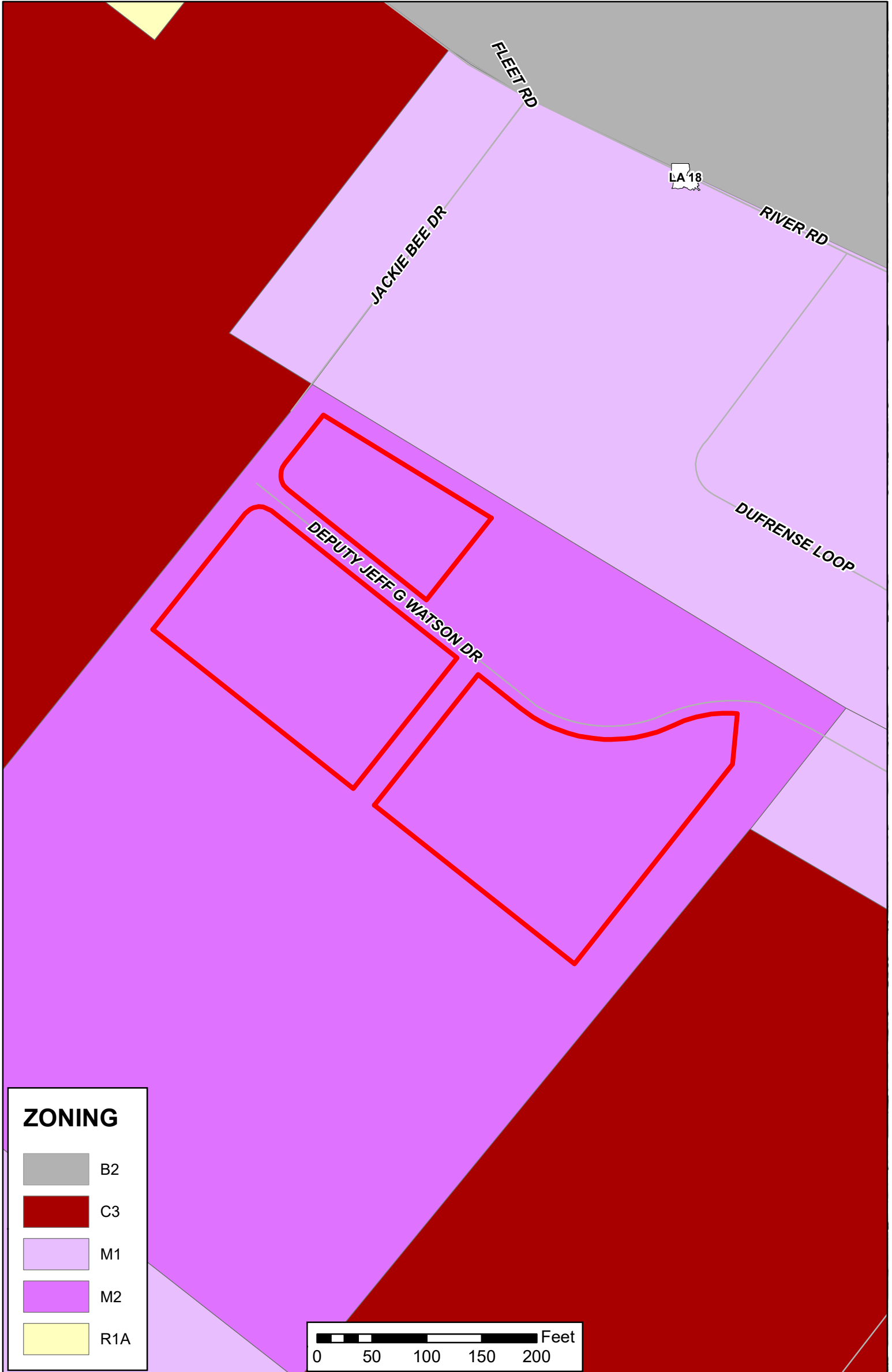
STEPHEN P. FLYNN  
P.L.S. LA REG. NO. 4668






STEPHEN P. FLYNN  
REG. NO. 4668  
PROFESSIONAL LAND SURVEYOR

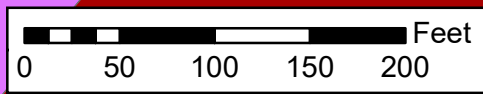
2023-6-R  
Map Amendment, M-2 to M-1



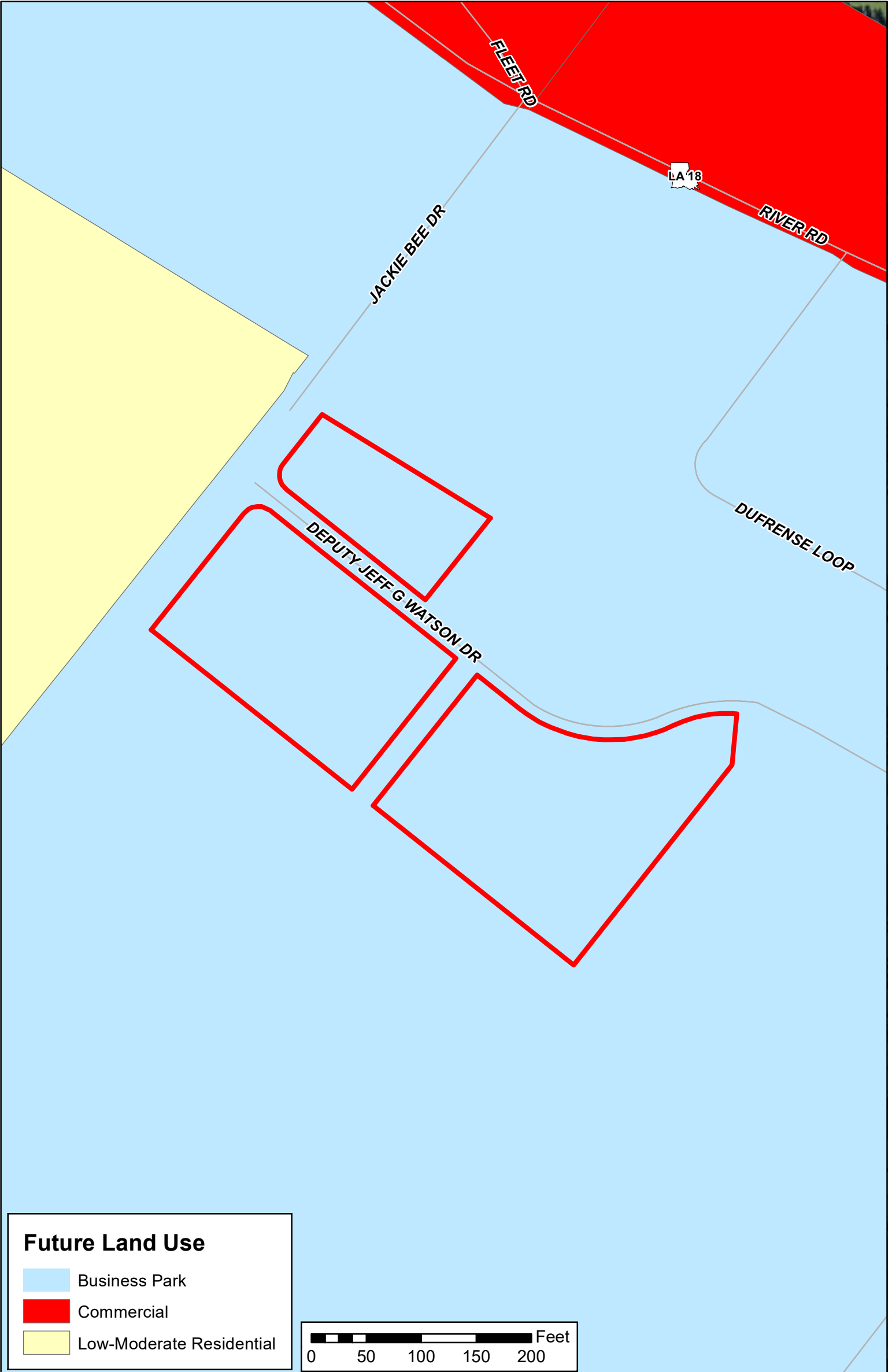
2023-6-R  
Map Amendment, M-2 to M-1






ZONING	
	B2
	C3
	M1
	M2
	R1A

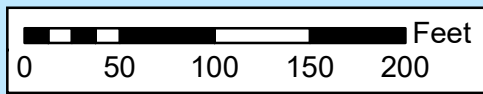


2023-6-R  
Map Amendment, M-2 to M-1



**Future Land Use**

-  Business Park
-  Commercial
-  Low-Moderate Residential





**St. Charles Parish**  
**Department of Planning & Zoning**  
 14996 River Rd / P.O. Box 302 • Hahnville, LA 70057  
 Phone (985) 783-5060 • Fax (985) 783-6447  
 www.stcharlesparish-la.gov

Permit/Case #:	<u>2023-6-R</u>
Receipt #:	<u>1024583</u>
Application Date:	<u>4/4/23</u>
Zoning District:	<u>M-2</u>
FLUM Designation:	_____
Date Posted:	_____

**APPLICATION FOR ZONING MAP AMENDMENT  
 (CHANGE OF ZONING DISTRICT OR REZONING)**

Fee: \$40 - \$200

Applicant: HANK TATJE for T TIMES 4, LLC

Home address: 1714 CANNES DR. LAPLACE, LOUISIANA 70068

Mailing address (if different): \_\_\_\_\_

Phone #s: 504-908-8158 Email: HANK@CYPRESSMANAGES.COM

Property owner: T TIMES 4, LLC

Municipal address of property: LOTS 12 & 13

Lot, block, subdivision: ESPERANZA BUSINESS PARK - PHASE II

Change of zoning district from: M-2 to: M-1

Future Land Use designation of the property: SAME USE - LIGHT INDUSTRIAL BUSINESS PARK  
 (A fact sheet on Future Land Use designations is available at the Planning and Zoning Department).

Your written responses below will be forwarded to the Planning and Zoning Commission and Parish Council to help them make a determination on the merits of your request.

Describe how you plan to use the property if the rezoning is granted:  
LIGHT MANUFACTURING AND INDUSTRY USES AS DEFINED BY ST. CHARLES PARISH ZONING ORDANANCE.

\_\_\_\_\_

\_\_\_\_\_

What types of activities occur on adjacent properties today? How is your proposed use compatible with the neighborhood?  
ADJACENT PROPERTIES ZONED AS M-2 BECAUSE OF EXISTING CONCRETE BATCH PLANT ON SITE WHEN ZONING CODE WAS IMPLAMENTED.

\_\_\_\_\_

\_\_\_\_\_

Is there something about the property or the surrounding neighborhood that make the rezoning necessary?  
ESPERANZA BUSINESS PARK - PHASE II APPROVED IN 2020, DID NOT ADDRESS REZONING OF LOTS 12-19. M-2 USES AND SETBACK REQUIRMENTS ON THESE SMALLER LOTS WAS NOT INTENDED.

\_\_\_\_\_

\_\_\_\_\_

How does your proposed use of the property comply with the Future Land Use designation for the property?  
IN COMPLIANCE WITH SURROUNDING LAND USE.

\_\_\_\_\_

\_\_\_\_\_

If the property is rezoned, but your project does not develop, explain how other uses allowed in the new zoning district are compatible with the existing neighborhood? A list of allowed uses is available at the Planning and Zoning Department.  
M-1 ZONING IS PROPER DESIGNATION FOR A LIGHT INDUSTRIAL BUSINESS PARK, WHICH IS THE INTENDED USE OF PHASE II.

\_\_\_\_\_

\_\_\_\_\_



# St. Charles Parish

St. Charles Parish  
Courthouse  
15045 Highway 18  
P.O. Box 302  
Hahnville, LA 70057  
985-783-5000  
[www.stcharlesparish.gov](http://www.stcharlesparish.gov)

## Legislation Details

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**File #:** 2023-0122    **Version:** 1    **Name:** C. O. No. 2 - Final for Parish Project No. S170601, Luling Oxidation Pond Rehabilitation and Upgrades

**Type:** Ordinance    **Status:** Public Hearing

**File created:** 5/22/2023    **In control:** Parish Council

**On agenda:** 6/5/2023    **Final action:**

**Enactment date:**    **Yes**

**Title:** An ordinance approving and authorizing the execution of Change Order No. 2 - Final for Parish Project No. S170601, Luling Oxidation Pond Rehabilitation and Upgrades, to increase the contract amount by \$261,760.15.

**Sponsors:** Matthew Jewell, Department of Wastewater

**Indexes:**

**Code sections:**

**Attachments:** [2023-0122 Change Order - Luling Oxidation](#)

Date	Ver.	Action By	Action	Result
5/22/2023	1	Parish Council		
5/22/2023	1	Parish President	Introduced	



**SECTION 00806**

**CHANGE ORDER**

No. 2 - FINAL

DATE OF ISSUANCE: April 20, 2023

EFFECTIVE DATE: April 20, 2023

OWNER: St. Charles Parish Wastewater Department

CONTRACTOR: BLD Services, LLC

Contract: Luling Oxidation Pond Rehabilitation and Upgrades

Project: Luling Oxidation Pond Rehabilitation and Upgrades

OWNER's Contract No.: S170601

ENGINEER's Contract No.: 2017-07

ENGINEER: McKim & Creed, Inc.

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

**Description:** Change Order No. 2 - FINAL

**Reason for Change Order:**

This change order will balance contractual quantities with actual quantities and will add the following items:

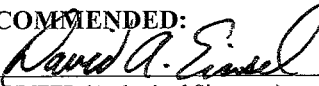
- (1) Effluent Pump Station Electrical Additions - This Owner-requested item was to add conduit and wiring to allow generator control of the administration building and effluent pump station, (2) Entergy Service Feed - This item was to add conduit and wiring from an electrical control panel to the Entergy transformer (switched to pad from overhead per Entergy request), (3) Headworks Extra Piping & Fittings - This was for additional spool pieces needed to move the tie-in of the manifold away from the headworks footing to ensure no conflict, (4) Site Gate Replacement - This item was a double entry gate replacement at the site in lieu of a gate and perimeter fence since DEQ stated that permitted fencing was not required because of remote access, (5) Relocated Racks & Conduits for Headworks/Generator Slabs - This Owner-requested item was to shift panel locations from nearby equipment to one central location for operation, (6) Electrical Materials Increase - This item is for a material price increase in the wiring, panels, and wiring provided for the project, (7) Additional Sludge Removal & Clay Embankment - This item is for additional sludge removal and levee embankment material for the 7-acre pond due to higher than expected sludge volumes and unforeseen internal levee erosion since normal pond water level obstructed views of inside of pond.

**Attachments:** Attachment No. 1 - Description of Changes

CHANGE IN CONTRACT PRICE:
Original Contract Price:
\$6,646,555.00
Net increase (decrease) from previous Change Orders No. 1 to No. 1:
\$489,238.60
Contract Price prior to this Change Order:
\$7,135,793.60
Net increase (decrease) of this Change Order:
\$261,760.15
Contract Price with all approved Change Orders:
\$7,397,553.75

CHANGE IN CONTRACT TIMES:
Original Contract Time: <u>548 days</u>
Substantial Completion: <u>June 2, 2022</u>
Ready for Final Payment: <u>July 17, 2022</u>
Net change from previous Change Orders No. 1 to No. 1:
Substantial Completion: <u>199 days</u>
Ready for Final Payment: <u>199 days</u>
Contract Times prior to this Change Order:
Substantial Completion: <u>December 18, 2022</u>
Ready for Final Payment: <u>February 1, 2023</u>
Net increase (decrease) this Change Order:
Substantial Completion: <u>0 days</u>
Ready for Final Payment: <u>0 days</u>
Contract Time with all approved Change Orders:
Substantial Completion: <u>December 18, 2022</u>
Ready for Final Payment: <u>February 1, 2023</u>

**RECOMMENDED:**

By:   
ENGINEER (Authorized Signature)

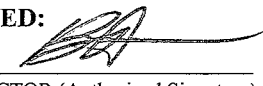
Date: 4/26/23

**APPROVED:**

By: \_\_\_\_\_  
OWNER (Authorized Signature)

Date: \_\_\_\_\_

**ACCEPTED:**

By:   
CONTRACTOR (Authorized Signature)

Date: 4/25/23

ATTACHMENT NO. 1 (PAGE 1 OF 2) - DESCRIPTION OF CHANGES  
LULING OXIDATION POND REHABILITATION & UPGRADES

Item No.	Description	Unit	Unit Price	Contract (w/Change Order No. 1)		Change Order No. 2		Total to Date		Increases	Decreases	Deletions	Additions
				Quantity	Cost	Quantity	Cost	Quantity	Cost				
1	MOBILIZATION/DEMobilIZATION	L.S.	\$ 450,000.00	1	\$450,000.00	-	-	1.00	\$450,000.00				
2	CONSTRUCTION LAYOUT	L.S.	\$ 40,000.00	1	\$40,000.00	-	-	1.00	\$40,000.00				
3	CIVIL SITEWORK (DRAINAGE)	L.S.	\$ 10,000.00	1	\$10,000.00	-	-	1.00	\$10,000.00				
4	PROJECT SIGN	EACH	\$ 2,500.00	1	\$2,500.00	-	-	1.00	\$2,500.00				
5	CLEARING AND GRUBBING	L.S.	\$ 25,000.00	1	\$25,000.00	-	-	1.00	\$25,000.00				
6	6-INCH THICK LIMESTONE ROAD	TONS	\$ 60.00	1275	\$76,500.00	-	-	1275.00	\$76,500.00				
7	GEOTEXTILE FABRIC (CLASS D)	SQ. YD.	\$ 2.00	4000	\$8,000.00	-	-	1956.00	\$3,912.00		\$4,088.00		
	REMOVAL OF STRUCTURES AND												
8	OBSTRUCTIONS	L.S.	\$ 10,000.00	1	\$10,000.00	-	-	1.00	\$10,000.00				
9	LIMESTONE BASE	CU.YD.	\$ 75.00	333	\$24,975.00	-	-	0.00	\$0.00		\$24,975.00		
10	HYDRO-MULCH	ACRES	\$ 3,500.00	5	\$17,500.00	-	-	0.00	\$0.00		\$17,500.00		
11	EXPLORATORY EXCAVATION	EACH	\$ 750.00	5	\$3,750.00	-	-	5.00	\$3,750.00				
12	RELOCATION OF INFRASTRUCTURE ITEMS	L.S.	\$ 120,000.00	1	\$120,000.00	-	-	0.00	\$0.00			\$120,000.00	
13	CHAIN LINK FENCING	L.F.	\$ 15.00	6950	\$104,250.00	-	-	0.00	\$0.00			\$104,250.00	
14	EXCAVATION OF POND BOTTOM	L.S.	\$ 660,000.00	1	\$660,000.00	-	-	1.00	\$660,000.00				
15	LAGOON LEVEE CONSTRUCTION	L.S.	\$ 175,000.00	1	\$175,000.00	-	-	1.00	\$175,000.00				
	DISPOSAL OF UNUSABLE EXCAVATED												
16	MATERIAL INTO 50-ACRE POND	L.S.	\$ 115,000.00	1	\$115,000.00	-	-	1.00	\$115,000.00				
17	FURNISH AND INSTALL LEVEE SHEET PILING	L.F.	\$ 315.00	600	\$189,000.00	-	-	600.00	\$189,000.00				
18	PUMP-OUT OF 7-ACRE POND	L.S.	\$ 200,000.00	1	\$200,000.00	-	-	1.00	\$200,000.00				
19	LEVEE EMBANKMENT LINER	SQ. YD	\$ 15.00	17289	\$259,335.00	-	-	17289.00	\$259,335.00				
20	FURNISH AND INSTALL AERATORS - 40 HP	EACH	\$ 21,500.00	4	\$86,000.00	-	-	4.00	\$86,000.00				
21	FURNISH AND INSTALL AERATORS - 10 HP	EACH	\$ 10,000.00	9	\$90,000.00	-	-	9.00	\$90,000.00				
	AERATOR AND BAFFLE CURTAIN MOORING												
22	PILING	EACH	\$ 7,000.00	8	\$56,000.00	-	-	8.00	\$56,000.00				
	FURNISH AND INSTALL BAFFLE CURTAIN AND												
23	HARDWARE	L.F.	\$ 125.00	1200	\$150,000.00	-	-	1200.00	\$150,000.00				
	ELECTRICAL, INSTRUMENTATION & CONTROLS												
24	(COMPLETE)	L.S.	\$ 500,000.00	1	\$500,000.00	-	-	1.00	\$500,000.00				
	FURNISH AND INSTALL TWO GENERATORS												
25	(COMPLETE)	L.S.	\$ 235,000.00	1	\$235,000.00	-	-	1.00	\$235,000.00				
26	MISCELLANEOUS CONCRETE PADS	L.S.	\$ 10,000.00	1	\$10,000.00	-	-	1.00	\$10,000.00				
27	FIBERGLASS BUILDING	EACH	\$ 155,000.00	1	\$155,000.00	-	-	1.00	\$155,000.00				
	TIE EXISTING INFLUENT FORCE MAINS INTO												
28	MANIFOLD PIPING	L.S.	\$ 27,500.00	1	\$27,500.00	-	-	1.00	\$27,500.00				
	CONSTRUCT CONCRETE HEADWORKS												
29	STRUCTURE	L.S.	\$ 435,000.00	1	\$435,000.00	-	-	1.00	\$435,000.00				
	NEW MECHANICAL BAR SCREEN AND												
30	ASSOCIATED COMPONENTS	EACH	\$ 310,000.00	1	\$310,000.00	-	-	1.00	\$310,000.00				
	ALUMINUM GRATING, HANDRAILS,												
31	WALKWAYS, AND STAIRS	L.S.	\$ 140,000.00	1	\$140,000.00	-	-	1.00	\$140,000.00				
	FURNISH AND INSTALL EFFLUENT FLOWMETER												
32	FURNISH AND INSTALL INFLUENT FLOWMETER	EACH	\$ 10,000.00	1	\$10,000.00	-	-	1.00	\$10,000.00				
	AND VAULT												
33		EACH	\$ 80,000.00	1	\$80,000.00	-	-	1.00	\$80,000.00				

ATTACHMENT NO. 1 (PAGE 2 OF 2) - DESCRIPTION OF CHANGES  
LULING OXIDATION POND REHABILITATION & UPGRADES

Item No.	Description	Unit	Unit Price	Contract (w/Change Order No. 1)		Change Order No. 2		Adjusted Contract		Increases	Decreases	Deletions	Additions
				Quantity	Cost	Quantity	Cost	Quantity	Cost				
34	FURNISH AND INSTALL SCREW PUMPS	EACH	\$ 290,000.00	2	\$580,000.00	-	-	2.00	\$580,000.00				
35	8-INCH DUCTILE IRON PIPE	L.F.	\$ 165.00	26	\$4,290.00	-	-	26.00	\$4,290.00				
36	12-INCH DUCTILE IRON PIPE	L.F.	\$ 185.00	19	\$3,515.00	-	-	19.00	\$3,515.00				
37	14-INCH DUCTILE IRON PIPE	L.F.	\$ 265.00	26	\$6,890.00	-	-	26.00	\$6,890.00				
38	16-INCH DUCTILE IRON PIPE	L.F.	\$ 300.00	12	\$3,600.00	-	-	12.00	\$3,600.00				
39	18-INCH DUCTILE IRON PIPE	L.F.	\$ 200.00	1600	\$320,000.00	-	-	1600.00	\$320,000.00				
40	20-INCH DUCTILE IRON PIPE	L.F.	\$ 480.00	100	\$48,000.00	-	-	100.00	\$48,000.00				
41	24-INCH DUCTILE IRON PIPE	L.F.	\$ 495.00	110	\$54,450.00	-	-	110.00	\$54,450.00				
42	36-INCH DUCTILE IRON PIPE	L.F.	\$ 900.00	35	\$31,500.00	-	-	35.00	\$31,500.00				
43	2-INCH HDPE WATER LINE	L.F.	\$ 15.00	1300	\$19,500.00	-	-	1300.00	\$19,500.00				
44	DUCTILE IRON FITTINGS	TONS	\$ 28,000.00	14	\$392,000.00	-	-	14.00	\$392,000.00				
45	METAL PIPE SUPPORTS	EACH	\$ 1,250.00	2	\$2,500.00	-	-	2.00	\$2,500.00				
46	CONCRETE PIPE SUPPORTS	EACH	\$ 1,500.00	2	\$3,000.00	-	-	2.00	\$3,000.00				
47	FURNISH AND INSTALL ALUMINUM STOP GATE	EACH	\$ 7,500.00	2	\$15,000.00	-	-	2.00	\$15,000.00				
48	BIOSOLIDS TRANSFER TO EXISTING OXIDATION POND	L.S.	\$ 155,000.00	1	\$155,000.00	-	-	1.00	\$155,000.00				
49	BYPASS PUMPING	L.S.	\$ 185,000.00	1	\$185,000.00	-	-	1.00	\$185,000.00				
50	18-INCH PLUG VALVE	EACH	\$ 14,000.00	1	\$14,000.00	-	-	0.00	\$0.00			\$14,000.00	
51	24-INCH PLUG VALVE	EACH	\$ 33,000.00	1	\$33,000.00	-	-	1.00	\$33,000.00				
52	MANIFOLD VALVES	L.S.	-	1	\$49,749.00	-	-	1.00	\$49,749.00				
53	MECHANICAL SLIDE GATES	Ea.	-	2	\$13,961.47	-	-	0.00	\$0.00			\$13,961.47	
54	TRANSFORMER PAD	L.S.	-	1	\$19,188.68	-	-	1.00	\$19,188.68				
55	MODIFICATIONS TO MANIFOLD PIPING FOR HEADWORKS	L.S.	-	1	\$324,847.69	-	-	1.00	\$324,847.69				
56	HEADWORKS MISCELLANEOUS METALS	L.S.	-	1	\$19,768.62	-	-	1.00	\$19,768.62				
57	MCC & GENERATOR SLAB REVISIONS	L.S.	-	1	\$61,723.14	-	-	1.00	\$61,723.14				
58	EFFLUENT PUMP STATION ELECTRICAL ADDITIONS	L.S.	-	-	-	1.00	\$55,438.74	1.00	\$55,438.74				\$55,438.74
59	ENTERGY SERVICE FEED	L.S.	-	-	-	1.00	\$17,955.53	1.00	\$17,955.53				\$17,955.53
60	HEADWORKS EXTRA PIPING & FITTINGS	L.S.	-	-	-	1.00	\$107,467.50	1.00	\$107,467.50				\$107,467.50
61	SITE GATE REPLACEMENT	L.S.	-	-	-	1.00	\$15,766.70	1.00	\$15,766.70				\$15,766.70
62	RELOCATE RACKS & CONDUITS FOR HEADWORKS/GENERATOR SLABS	L.S.	-	-	-	1.00	\$26,708.56	1.00	\$26,708.56				\$26,708.56
63	ELECTRICAL MATERIALS COST INCREASE	L.S.	-	-	-	1.00	\$52,384.59	1.00	\$52,384.59				\$52,384.59
64	ADDITIONAL SLUDGE REMOVAL & CLAY EMBANKMENT	L.S.	-	-	-	1.00	\$284,813.00	1.00	\$284,813.00				\$284,813.00

SUB TOTALS: \$7,135,793.60 \$560,534.62 \$0.00 \$4,088.00 \$294,686.47 \$560,534.62

RESULTING INCREASE (DECREASE) FOR PROJECT BID: \$261,760.15

Item 58



St. Charles Parish Government  
 GSA Consulting Engineers, Inc.  
 Luling Oxidation Pond Rehabilitation & Upgrades  
 Change Order #007 Recap - Effluent Pump Station Electrical Additions

Labor	Description	Qty.	Unit	Percent	Cost	Total
	BLD Labor	1	LS		\$ 2,052.00	\$ 2,052.00
						\$ -
						\$ 2,052.00
						\$ 307.80
						\$ 2,359.80

Sub-Total Labor Cost  
 15% Profit/Markup  
**Total Labor Cost**

Equipment	Description	Qty.	Unit	Percent	Cost	Total
	BLD Equipment	1	LS		\$ -	\$ -
						\$ -
						\$ -
						\$ -
						\$ -

Sub-Total Equipment Cost  
 15% Profit/Markup  
**Total Equipment Cost**

Subcontractor	Description	Qty.	Unit	Percent	Cost	Total
Cazaux Contr.	Run feed to Effluent PS to be powered from new MCC & generator	1	LS		\$ 43,860.00	\$ 43,860.00
					\$ -	\$ -
					\$ -	\$ -
						\$ 43,860.00
						\$ 6,579.00
						\$ 50,439.00

Sub-Total Subcontractor Cost  
 15% Profit/Markup  
**Total Subcontractor Cost**

Materials	Description	Qty.	Unit	Percent	Cost	Total
		1	LS		\$ -	\$ -
						\$ -
						\$ -
						\$ -
						\$ -

Sub-Total Material Cost  
 15% Profit/Markup  
**Total Materials Cost**

Subtotal Summary	Description	Qty.	Unit	Percent	Cost	Total
	Labor					\$ 2,052.00
	Equipment					\$ -
	Subcontractor					\$ 43,860.00
	Materials					\$ -
						\$ 45,912.00

**Subtotal Summary of Costs**

Subtotal Profit/Markup Summary	Description	Qty.	Unit	Percent	Cost	Total
	Labor					\$ 307.80
	Equipment					\$ -
	Subcontractor					\$ 6,579.00
	Materials					\$ -
						\$ 6,886.80

**Subtotal Summary Profit/Markup**

<b>Total Summary</b>						\$ 52,798.80
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Office Overhead	Description	Qty.	Unit	Percent	Cost	Total
	Office Overhead			3.00%	\$ 52,798.80	\$ 1,583.96
Bond	Description	Qty.	Unit	Percent	Cost	Total
	Bond			2.00%	\$ 52,798.80	\$ 1,055.98
						\$ 55,438.74

**Summary Total Change Order #6: \$ 55,438.74**



St. Charles Parish Government

Luling Oxidation Pond Rehabilitation & Upgrades

GSA Consulting Engineers, Inc.

Change Order #7 Breakdown: Effluent Pump Station Electrical Additions

Labor

Description

Craft	Number	Rate	Fringes	Hours	Labor Cost	Fringe Cost	Total Cost
Superintendent	1	\$ 38.00	\$ 13.30	40	\$ 1,520.00	\$ 532.00	\$ 2,052.00
Foreman	1	\$ 32.00	\$ 11.20	0	\$ -	\$ -	\$ -
Operator	0	\$ 24.25	\$ 8.49	0	\$ -	\$ -	\$ -
Carpenter	2	\$ 24.00	\$ 8.40	0	\$ -	\$ -	\$ -
Finisher	4	\$ 25.00	\$ 8.75	0	\$ -	\$ -	\$ -
Laborer	2	\$ 19.50	\$ 6.83	0	\$ -	\$ -	\$ -
					\$ 1,520.00	\$ 532.00	\$ 2,052.00

Equipment

Description

Equipment	Number	Rate		Hours	Equipment Cost		Total Cost
78 Komatsu	1	\$ 35.20		0	\$ -		\$ -
Foreman Pickup Truck	1	\$ 16.25		0	\$ -		\$ -
Crew Truck W/Trailer	1	\$ 12.00		0	\$ -		\$ -
					\$ -		\$ -

Material

Description

Material	Quantity	Unit	Amount		Sub-Total	Taxes	Total Cost
			-		\$ -	\$ -	\$ -
			-		\$ -	\$ -	\$ -
			-		\$ -	\$ -	\$ -
			-		\$ -	\$ -	\$ -
			-		\$ -	\$ -	\$ -
			-		\$ -	\$ -	\$ -
			-		\$ -	\$ -	\$ -
			-		\$ -	\$ -	\$ -
							\$ -

ITEM 59



St. Charles Parish Government  
 GSA Consulting Engineers, Inc.  
 Luling Oxidation Pond Rehabilitation & Upgrades  
 Change Order #008 Recap - Entergy Service Feed (Pad Mounted Transformer to Control Panel)

Labor	Description	Qty.	Unit	Percent	Cost	Total
	BLD Labor	1	LS		\$ -	\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -

Sub-Total Labor Cost  
 15% Profit/Markup  
**Total Labor Cost**

Equipment	Description	Qty.	Unit	Percent	Cost	Total
	BLD Equipment	1	LS		\$ -	\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -

Sub-Total Equipment Cost  
 15% Profit/Markup  
**Total Equipment Cost**

Subcontractor	Description	Qty.	Unit	Percent	Cost	Total
Cazaux Contr.	Entergy Service Feed				\$ -	\$ -
	Install 60 LF runs of 4" Conduit	3	EA		\$ 1,540.00	\$ 4,620.00
	Install aluminum wire in (2) runs of the conduit	2	EA		\$ 5,125.00	\$ 10,250.00
						\$ 14,870.00
						\$ 2,230.50
						\$ 17,100.50

Sub-Total Subcontractor Cost  
 15% Profit/Markup  
**Total Subcontractor Cost**

Materials	Description	Qty.	Unit	Percent	Cost	Total
		1	LS		\$ -	\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -

Sub-Total Material Cost  
 15% Profit/Markup  
**Total Materials Cost**

Subtotal Summary	Description	Qty.	Unit	Percent	Cost	Total
	Labor					\$ -
	Equipment					\$ -
	Subcontractor					\$ 14,870.00
	Materials					\$ -
						\$ 14,870.00

**Subtotal Summary of Costs**

Subtotal Profit/Markup Summary	Description	Qty.	Unit	Percent	Cost	Total
	Labor					\$ -
	Equipment					\$ -
	Subcontractor					\$ 2,230.50
	Materials					\$ -
						\$ 2,230.50

**Subtotal Summary Profit/Markup**

<b>Total Summary</b>						<b>\$ 17,100.50</b>
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Office Overhead	Description	Qty.	Unit	Percent	Cost	Total
	Office Overhead			3.00%	\$ 17,100.50	\$ 513.02

Bond	Description	Qty.	Unit	Percent	Cost	Total
	Bond			2.00%	\$ 17,100.50	\$ 342.01
						\$ 17,955.53

<b>Summary Total Change Order #6:</b>	<b>\$ 17,955.53</b>
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Item 60



St. Charles Parish Government  
 GSA Consulting Engineers, Inc.  
 Luling Oxidation Pond Rehabilitation & Upgrades  
 Change Order #011 Recap - Headworks Extra Piping & Fittings

Labor	Description	Qty.	Unit	Percent	Cost	Total
	BLD Labor	1	LS		\$ -	\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -

Sub-Total Labor Cost  
 15% Profit/Markup  
 Total Labor Cost

Equipment	Description	Qty.	Unit	Percent	Cost	Total
	BLD Equipment	1	LS		\$ -	\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -

Sub-Total Equipment Cost  
 15% Profit/Markup  
 Total Equipment Cost

Subcontractor	Description	Qty.	Unit	Percent	Cost	Total
Subterranean	Pipe Item #X-03 - Furnish & Install 36" x 3'6" FxF Spool	1	EA		\$ 31,600.00	\$ 31,600.00
Subterranean	Pipe Item #X-04 - Furnish & Install 30" x 3'6" FxF Spool	1	EA		\$ 22,800.00	\$ 22,800.00
Subterranean	Pipe Item #X-05 - Furnish & Install 24" x 3'6" FxF Spool	2	EA		\$ 13,500.00	\$ 27,000.00
Subterranean	Pipe Item #X-06 - F&I 24" Flg x MJ 90 Bend in Conflict w/ 24" Plug Valve	1	EA		\$ 7,600.00	\$ 7,600.00
						\$ 89,000.00
						\$ 13,350.00
						\$ 102,350.00

Sub-Total Subcontractor Cost  
 15% Profit/Markup  
 Total Subcontractor Cost

Materials	Description	Qty.	Unit	Percent	Cost	Total
		1	LS		\$ -	\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -

Sub-Total Material Cost  
 15% Profit/Markup  
 Total Materials Cost

Subtotal Summary	Description	Qty.	Unit	Percent	Cost	Total
	Labor					\$ -
	Equipment					\$ -
	Subcontractor					\$ 89,000.00
	Materials					\$ -
						\$ 89,000.00

Subtotal Summary of Costs

Subtotal Profit/Markup Summary	Description	Qty.	Unit	Percent	Cost	Total
	Labor					\$ -
	Equipment					\$ -
	Subcontractor					\$ 13,350.00
	Materials					\$ -
						\$ 13,350.00

Subtotal Summary Profit/Markup

Total Summary	Description	Qty.	Unit	Percent	Cost	Total
						\$ 102,350.00

Office Overhead	Description	Qty.	Unit	Percent	Cost	Total
	Office Overhead			3.00%	\$ 102,350.00	\$ 3,070.50

Bond	Description	Qty.	Unit	Percent	Cost	Total
	Bond			2.00%	\$ 102,350.00	\$ 2,047.00
						\$ 107,467.50

**Summary Total Change Order #1: \$ 107,467.50**

**ITEM SHEET COSTS DETAIL**

**PROJECT: 4142 - LULING OXIDATION POND REHABILITATION & UPGRADE**

All Units Are Based On Takeoff Quantity

**Primary Item:**

Item No. / Description	Bid Qty	Quantity U/M	Units/Day	Days Rq.	Hrs/Day	Man Hrs	MH/Unit	Unit Cost	Total Cost
EXTRA 5 Furnish and Install 36" x 3'6" Flange x Flang EA	1.000	1.000	2.00	0.500	8.00	26.000	26.000	24,393.596	24,393.596

Item	Equipment	Labor	Material	Other	Rental	Subcontract
DUCT36FL 36" Flange x Flange Spool			19,114.35			
FITT36FP 36" Flange Packs			4,153.63			
LAB001 Foreman		172.56				
LAB002 Pipe Layer		99.44				
LAB003 Skilled Laborer		87.28				
LAB004 General Laborer		154.24				
OPR001 Class A Operator		139.00				
SUP001 Superintendent		107.60				
LGBH Large Backhoe					249.50	
EQUIP008 Pick Up Truck	40.00					
EQUIP009 Small Tools	76.00					
<b>Total Costs in Item: EXTRA 5</b>	<b>116.00</b>	<b>760.12</b>	<b>23,267.98</b>	<b>0.00</b>	<b>249.50</b>	<b>0.00</b>

<b>Totals for Primary Item: EXTRA 5</b>	<b>116.00</b>	<b>760.12</b>	<b>23,267.98</b>	<b>0.00</b>	<b>249.50</b>	<b>0.00</b>
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	Days Rq.	Man Hrs	Total Cost
<b>Total for Primary Item EXTRA 5</b>	<b>0.500</b>	<b>26.000</b>	<b>24,393.596</b>

**Bid Data for item: EXTRA 5**

	Quantity	Bid Unit	Bid Amount	Total Cost	Prof & Ovhd	Windfall
Bid Qty:	1.00	31,600.00	31,600.00	24,393.60	7,206.40	
Take-off Qty:	1.00	31,546.48	31,600.00	24,393.60	7,206.40	0.00



**ITEM SHEET COSTS DETAIL**

**PROJECT: 4142 - LULING OXIDATION POND REHABILITATION & UPGRADE**

All Units Are Based On Takeoff Quantity

**Primary Item:**

Item No. / Description	Bid Qty	Quantity U/M	Units/Day	Days Rq.	Hrs/Day	Man Hrs	MH/Unit	Unit Cost	Total Cost
EXTRA 6 Furnish and Install 30" x 3'6" Flange x Flang EA	1.000	1.000	2.00	0.500	8.00	26.000	26.000	17,615.357	17,615.357

Item	Equipment	Labor	Material	Other	Rental	Subcontract
LAB001 Foreman		172.56				
LAB002 Pipe Layer		99.44				
LAB003 Skilled Laborer		87.28				
LAB004 General Laborer		154.24				
OPR001 Class A Operator		139.00				
SUP001 Superintendent		107.60				
LGBH Large Backhoe					249.50	
EQUIP008 Pick Up Truck	40.00					
EQUIP009 Small Tools	76.00					
DUCTFL30 30" Flange x Flange x 3'6" Spool			13,370.41			
FITT30FP 30" Flange Pack			3,119.33			
<b>Total Costs in Item: EXTRA 6</b>	<b>116.00</b>	<b>760.12</b>	<b>16,489.74</b>	<b>0.00</b>	<b>249.50</b>	<b>0.00</b>

<b>Totals for Primary Item: EXTRA 6</b>	<b>116.00</b>	<b>760.12</b>	<b>16,489.74</b>	<b>0.00</b>	<b>249.50</b>	<b>0.00</b>
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	Days Rq.	Man Hrs	Total Cost
<b>Total for Primary Item EXTRA 6</b>	<b>0.500</b>	<b>26.000</b>	<b>17,615.357</b>

**Bid Data for item: EXTRA 6**

	Quantity	Bid Unit	Bid Amount	Total Cost	Prof & Ovhd	Windfall
Bid Qty:	1.00	22,800.00	22,800.00	17,615.36	5,184.64	
Take-off Qty:	1.00	22,777.14	22,800.00	17,615.36	5,184.64	0.00

**ITEM SHEET COSTS DETAIL**

**PROJECT: 4142 - LULING OXIDATION POND REHABILITATION & UPGRADE**

All Units Are Based On Takeoff Quantity

**Primary Item:**

Item No. / Description	Bid Qty	Quantity U/M	Units/Day	Days Rq.	Hrs/Day	Man Hrs	MH/Unit	Unit Cost	Total Cost
EXTRA 7 Furnish and Install 24" x 3'6" Flange x Flang EA	2.000	2.000	2.00	1.000	8.00	52.000	26.000	10,423.398	20,846.795

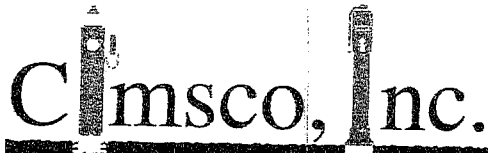
Item	Equipment	Labor	Material	Other	Rental	Subcontract
LAB001 Foreman		345.12				
LAB002 Pipe Layer		198.88				
LAB003 Skilled Laborer		174.56				
LAB004 General Laborer		308.48				
OPR001 Class A Operator		278.00				
SUP001 Superintendent		215.20				
EQUIP008 Pick Up Truck	80.00					
EQUIP009 Small Tools	152.00					
LGBH Large Backhoe					499.00	
DUCT24SP 24" Flange x Flange x 3'6" Spools			13,889.21			
FITT24FP 24" Flange Packs			4,706.35			
<b>Total Costs in Item: EXTRA 7</b>	<b>232.00</b>	<b>1,520.24</b>	<b>18,595.56</b>	<b>0.00</b>	<b>499.00</b>	<b>0.00</b>

<b>Totals for Primary Item: EXTRA 7</b>	<b>232.00</b>	<b>1,520.24</b>	<b>18,595.56</b>	<b>0.00</b>	<b>499.00</b>	<b>0.00</b>
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	Days Rq.	Man Hrs	Total Cost
<b>Total for Primary Item EXTRA 7</b>	<b>1.000</b>	<b>52.000</b>	<b>20,846.795</b>

**Bid Data for Item: EXTRA 7**

	Quantity	Bid Unit	Bid Amount	Total Cost	Prof & Ovhd	Windfall
Bid Qty:	2.00	13,500.00	27,000.00	20,846.80	6,153.21	
Take-off Qty:	2.00	13,472.54	27,000.00	20,846.80	6,153.21	0.00



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Office/Warehouse  
1840 L & A Road  
Metairie, LA 70001

# INVOICE

Invoice Number: 130090  
Invoice Date: Jul 14, 2022  
Page: 1

<b>Bill To:</b>
SUBTERRANEAN CONSTRUCTION P.O. BOX 588 MANDEVILLE, LA 70470

<b>Ship to:</b>
SUBTERRANEAN CONSTRUCTION LULING OXIDATION TEXACO RD LULING, LA 30076

<b>Customer ID</b>	<b>Customer PO</b>	<b>Payment Terms</b>	
SUBTERRANEAN	LULING OX/JR	Net 30 Days	
<b>Sales Rep ID</b>	<b>Shipping Method</b>	<b>Sales Order #</b>	<b>Ship Date</b>
30	Our Truck/175451	175451	7/14/22
			<b>Due Date</b>
			8/13/22

Quantity	Item	Description	Unit Price	Amount
3.00	24X42FFD401	24" X 3'-6" Flange X PE Spool Domestic P-401 Lined	3,917.75	11,753.25
1.00	36X42FFD401	36" X 3'-6" Flange X Flange Spool Domestic P-401 Lined	17,464.00	17,464.00
1.00	30X42FFD401	30" X 3' 6" Flange X Flange Spool Domestic Flanges P-401 Lined	12,216.00	12,216.00
1.00	24X48FFD401	24" X 4'-0" Flange X Flange Spool Domestic P-401 Lined	6,345.00	6,345.00
Subtotal				47,778.25
Total Sales Tax (See below for agency breakdown)				4,515.04
Freight				29.00
Total Invoice Amount				52,322.29
Payment/Credit Applied				
<b>TOTAL</b>				<b>52,322.29</b>

Check/Credit Memo No:

ST CHARLES PARISH SALES TAX 2,388.91  
LOUISIANA SALES TAX 2,126.13

**ITEM SHEET COSTS DETAIL**

**PROJECT: 4142 - LULING OXIDATION POND REHABILITATION & UPGRADE**

All Units Are Based On Takeoff Quantity

**Primary Item:**

Item No. / Description	Bid Qty	Quantity U/M	Units/ Day	Days Rq.	Hrs/ Day	Man Hrs	MH/ Unit	Unit Cost	Total Cost
EXTRA 12 Furnish and Install 24" Flang x MJ 90 Bend i EA	1.000	1.000	4.00	0.250	8.00	10.000	10.000	5,852.810	5,852.810

Item	Equipment	Labor	Material	Other	Rental	Subcontract
LAB001 Foreman		86.28				
LAB002 Pipe Layer		49.72				
LAB003 Skilled Laborer		43.64				
LAB004 General Laborer		38.56				
OPR001 Class A Operator		69.50				
EQUIP002 Medium Backhoe	95.50					
EQUIP009 Small Tools	19.00					
FITT2490 24" Flange x MJ 90 Bend			5,450.61			
<b>Total Costs in item: EXTRA 12</b>	<b>114.50</b>	<b>287.70</b>	<b>5,450.61</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

<b>Totals for Primary item: EXTRA 12</b>	<b>114.50</b>	<b>287.70</b>	<b>5,450.61</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
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	Days Rq.	Man Hrs	Total Cost
<b>Total for Primary Item EXTRA 12</b>	<b>0.250</b>	<b>10.000</b>	<b>5,852.810</b>

**Bid Data for Item: EXTRA 12**

	Quantity	Bid Unit	Bid Amount	Total Cost	Prof & Ovhd	Windfall
Bid Qty:	1.00	7,600.00	7,600.00	5,852.81	1,747.19	
Take-off Qty:	1.00	7,573.36	7,600.00	5,852.81	1,747.19	0.00



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Office/Warehouse  
1840 L & A Road  
Metairie, LA 70001

# INVOICE

Invoice Number: 135786  
Invoice Date: Jan 3, 2023  
Page: 1

<b>Bill To:</b>
SUBTERRANEAN CONSTRUCTION P.O. BOX 588 MANDEVILLE, LA 70470

<b>Ship to:</b>
SUBTERRANEAN CONSTRUCTION LULING POND LULING, LA

<b>Customer ID</b>	<b>Customer PO</b>	<b>Payment Terms</b>	
SUBTERRANEAN	LULING POND/JR	Net 30 Days	
<b>Sales Rep ID</b>	<b>Shipping Method</b>	<b>Ship Date</b>	<b>Due Date</b>
1	Our Truck/188950		2/2/23

Quantity	Item	Description	Unit Price	Amount
1.00	24F90	24" MJ X FLG 90 P-401 LINED	4,980.00	4,980.00
Subtotal				4,980.00
Total Sales Tax (See below for agency breakdown)				470.61
Freight				29.00
Total Invoice Amount				5,479.61
Payment/Credit Applied				
<b>TOTAL</b>				<b>5,479.61</b>

Check/Credit Memo No:

ST CHARLES PARISH SALES TAX 249.00  
LOUISIANA SALES TAX 221.61

Item 61



St. Charles Parish Government  
 GSA Consulting Engineers, Inc.  
 Luling Oxidation Pond Rehabilitation & Upgrades  
 Change Order #012 Recap - Site Gate Replacement

Labor	Description	Qty.	Unit	Percent	Cost	Total
	BLD Labor	1	LS		\$ 6,723.00	\$ 6,723.00
						\$ -
						\$ 6,723.00
						\$ 1,008.45
						\$ 7,731.45

Sub-Total Labor Cost  
 15% Profit/Markup  
**Total Labor Cost**

Equipment	Description	Qty.	Unit	Percent	Cost	Total
	BLD Equipment	1	LS		\$ 1,903.50	\$ 1,903.50
						\$ -
						\$ 1,903.50
						\$ 285.53
						\$ 2,189.03

Sub-Total Equipment Cost  
 15% Profit/Markup  
**Total Equipment Cost**

Subcontractor	Description	Qty.	Unit	Percent	Cost	Total
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -

Sub-Total Subcontractor Cost  
 15% Profit/Markup  
**Total Subcontractor Cost**

Materials	Description	Qty.	Unit	Percent	Cost	Total
		1	LS		\$ 4,430.81	\$ 4,430.81
						\$ -
						\$ 4,430.81
						\$ 664.62
						\$ 5,095.43

Sub-Total Material Cost  
 15% Profit/Markup  
**Total Materials Cost**

Subtotal Summary	Description	Qty.	Unit	Percent	Cost	Total
	Labor					\$ 6,723.00
	Equipment					\$ 1,903.50
	Subcontractor					\$ -
	Materials					\$ 4,430.81
						\$ 13,057.31

**Subtotal Summary of Costs**

Subtotal Profit/Markup Summary	Description	Qty.	Unit	Percent	Cost	Total
	Labor					\$ 1,008.45
	Equipment					\$ 285.53
	Subcontractor					\$ -
	Materials					\$ 664.62
						\$ 1,958.60

**Subtotal Summary Profit/Markup**

<b>Total Summary</b>						\$ 15,015.91
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Office Overhead	Description	Qty.	Unit	Percent	Cost	Total
	Office Overhead			3.00%	\$ 15,015.91	\$ 450.48

Bond	Description	Qty.	Unit	Percent	Cost	Total
	Bond			2.00%	\$ 15,015.91	\$ 300.32
						\$ 15,766.70

<b>Summary Total Change Order #12:</b>	<b>\$ 15,766.70</b>
--	---------------------



St. Charles Parish Government

Luling Oxidation Pond Rehabilitation & Upgrades

GSA Consulting Engineers, Inc.

Change Order #12 Breakdown: Site Gate Replacement

Labor

Description

Craft	Number	Rate	Fringes	Hours	Labor Cost	Fringe Cost	Total Cost
Superintendent	1	\$ 42.00	\$ 14.70	30	\$ 1,260.00	\$ 441.00	\$ 1,701.00
Foreman	2	\$ 32.00	\$ 11.20	30	\$ 1,920.00	\$ 672.00	\$ 2,592.00
Operator		\$ 24.25	\$ 8.49		\$ -	\$ -	\$ -
Carpenter		\$ 24.00	\$ 8.40		\$ -	\$ -	\$ -
Finisher		\$ 25.00	\$ 8.75		\$ -	\$ -	\$ -
Laborer	3	\$ 20.00	\$ 7.00	30	\$ 1,800.00	\$ 630.00	\$ 2,430.00
					\$ 4,980.00	\$ 1,743.00	\$ 6,723.00

Equipment

Description

Equipment	Number	Rate	Hours	Equipment Cost	Total Cost
78 Komatsu	1	\$ 35.20	30	\$ 1,056.00	\$ 1,056.00
Foreman Pickup Truck	1	\$ 16.25	30	\$ 487.50	\$ 487.50
Crew Truck W/Trailer	1	\$ 12.00	30	\$ 360.00	\$ 360.00
				\$ 1,903.50	\$ 1,903.50

Material

Description

Material	Quantity	Unit	Amount	Sub-Total	Taxes	Total Cost
Gate/Fence	1	LS	3,548.25	\$ 3,548.25	\$ 335.31	\$ 3,883.56
Miscellaneous Concrete/Hardware	1	LS	500.00	\$ 500.00	\$ 47.25	\$ 547.25
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
						\$ 4,430.81

# Estimate

Date	Estimate #
2/24/2023	35819

Name / Address
BLD Services LLC Nesiah Terrebonne 2424 Tyler St Kenner, LA 70062



Rep	P.O. No.
	Gideon 513-9422

Description	Qty	U/M	Cost	Total
2" X 72" 9Ga Chainlink KT	50		6.00	300.00T
3" Sch 40 per foot 2 AT 10'6"	21		9.50	199.50T
4" Sch 40 per ft 2 AT 10'6"	21		16.00	336.00T
1 5/8" Sch 40 per foot 1 AT 21'	21		3.82	80.22T
72" Tension Bar	4		6.99	27.96T
1 5/8" Combo Rail End	4		4.50	18.00T
3" Tension Band	10		1.00	10.00T
4" Tension Band	10		1.40	14.00T
3" Brace Band	8		1.10	8.80T
4" Brace Band	8		1.79	14.32T
3" PS Dome Cap	2		2.75	5.50T
4" PS Dome cap	2		4.99	9.98T
5/16"X 1 1/4" C Bolt	100		0.39	39.00T
6.5" Tie Wire Al	1		8.99	8.99T
12.5 CL3 Barbwire - 1320 ft roll	1		169.17	169.17T
6' + 1' Gate 1 5/8" Pipe W/9 Ga. 20' 4" D/D	21		56.50	1,186.50T
6' Gate 1 5/8" Pipe W/9 Ga. 2 at 6' WALK	12		56.50	678.00T
4" Bull Dog Hinge	4		29.99	119.96T
3" Bull Dog Hinge We will weld on	4		22.59	90.36T
Welding Charge	2		100.00	200.00T
7' Ind. Drop Rod w/ (3) 1 5/8" Guides	1		31.99	31.99T
gid1964@yahoo.com				
			<b>Subtotal</b>	\$3,548.25
Please check for accuracy. Most estimates are only good for 7 days. Bellan's Fencing is not responsible for errors or omissions.			<b>Sales Tax (9.2%)</b>	\$326.44
			<b>Total</b>	\$3,874.69

O:504-464-4114  
F:504-464-4191



Item 62



St. Charles Parish Government  
 GSA Consulting Engineers, Inc.  
 Luling Oxidation Pond Rehabilitation & Upgrades  
 Change Order #013 Recap - Additional Work to Relocate Rack and Conduits for Headworks Generator/Electrical Slab

Labor	Description	Qty.	Unit	Percent	Cost	Total
	BLD Labor	1	LS		\$ -	\$ -
						\$ -
						\$ -
						\$ -

Sub-Total Labor Cost  
 15% Profit/Markup  
 Total Labor Cost

Equipment	Description	Qty.	Unit	Percent	Cost	Total
	BLD Equipment	1	LS		\$ -	\$ -
						\$ -
						\$ -
						\$ -

Sub-Total Equipment Cost  
 15% Profit/Markup  
 Total Equipment Cost

Subcontractor	Description	Qty.	Unit	Percent	Cost	Total
Cazaux Contracting	Extra work to move rack & conduits to new location requested by David deGeneres	1	LS		\$ 22,118.89	\$ 22,118.89
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
						\$ 22,118.89
						\$ 3,317.83
						\$ 25,436.72

Sub-Total Subcontractor Cost  
 15% Profit/Markup  
 Total Subcontractor Cost

Materials	Description	Qty.	Unit	Percent	Cost	Total
		1	LS		\$ -	\$ -
						\$ -
						\$ -
						\$ -

Sub-Total Material Cost  
 15% Profit/Markup  
 Total Materials Cost

Subtotal Summary	Description	Qty.	Unit	Percent	Cost	Total
	Labor					\$ -
	Equipment					\$ -
	Subcontractor					\$ 22,118.89
	Materials					\$ -
						\$ 22,118.89

Subtotal Summary of Costs

Subtotal Profit/Markup Summary	Description	Qty.	Unit	Percent	Cost	Total
	Labor					\$ -
	Equipment					\$ -
	Subcontractor					\$ 3,317.83
	Materials					\$ -
						\$ 3,317.83

Subtotal Summary Profit/Markup

Total Summary	Description	Qty.	Unit	Percent	Cost	Total
						\$ 25,436.72

Office Overhead	Description	Qty.	Unit	Percent	Cost	Total
	Office Overhead			3.00%	\$ 25,436.72	\$ 763.10

Bond	Description	Qty.	Unit	Percent	Cost	Total
	Bond			2.00%	\$ 25,436.72	\$ 508.73
						\$ 26,708.56

<b>Summary Total Change Order #13:</b>	<b>\$ 26,708.56</b>
--	---------------------

Cazaux Contracting, LLC						
Project: Luling Oxidation Pond Rehabilitation						
Re: Extra Work to Move Rack and Conduits to New Location requested by David deGenneres						
Date Covered:						
	DESCRIPTION	NO.	UNIT	COST	UNITS	EXTENSION
<b>LABOR</b>						
	Superintendent - Keith Cazaux	1	50	50.00	HR	2,500.00
	Foreman - Raymond Gallagher	1	100	30.00	HR	3,000.00
	Operator - Dillon Cazaux	1	100	25.00	HR	2,500.00
	Laborer - Blake Kruger	1	100	18.00	HR	1,800.00
	Fringes	1	4%	9,800.00	LS	392.00
	Liability Insurance	1	23%	9,800.00	LS	2,254.00
				SUBTOTAL - LABOR		12,446.00
<b>MATERIAL</b>						
	Conduit	1	1	800.00	LS	800.00
				SUBTOTAL - MATERIALS (TAXED)		800.00
<b>EQUIPMENT</b>						
	Small Tools	1	100	9.62	HR	962.00
	John Deere 35 Excavator	1	100	28.00	HR	2,800.00
	Service Truck	1	100	12.00	HR	1,200.00
				SUBTOTAL - EQUIPMENT		4,962.00
<b>SUMMARY OF SUBTOTALS</b>						
					LABOR	12,446.00
					SUBCONTRACTS	-
					MATERIALS	800.00
					3RD PARTY EQUIPMENT	-
					EQUIPMENT	4,962.00
					SUM OF SUBTOTALS	18,208.00
<b>HOME OFFICE OVERHEAD</b>						
	Home Office Overhead Mark-Up	1	12.20%	18,208.00	LS	2,221.38
						20,429.38
<b>PROFIT</b>						
	Profit Mark-Up	1	8.27%	20,429.38	LS	1,689.51
						22,118.89
					<b>TOTAL</b>	<b>\$22,118.89</b>

ITEM 63



St. Charles Parish Government  
 GSA Consulting Engineers, Inc.  
 Luling Oxidation Pond Rehabilitation & Upgrades  
 Change Order #014 Recap - Electrical Materials Price Increase

Labor	Description	Qty.	Unit	Percent	Cost	Total
	BLD Labor	1	LS		\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -

Sub-Total Labor Cost  
 15% Profit/Markup  
**Total Labor Cost**

Equipment	Description	Qty.	Unit	Percent	Cost	Total
	BLD Equipment	1	LS		\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -

Sub-Total Equipment Cost  
 15% Profit/Markup  
**Total Equipment Cost**

Subcontractor	Description	Qty.	Unit	Percent	Cost	Total
Cazaux Contracting	Material Cost Increase	1	LS		\$ 52,384.59	\$ 52,384.59
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					\$ 52,384.59	\$ 52,384.59

Sub-Total Subcontractor Cost  
 15% Profit/Markup  
**Total Subcontractor Cost**

Materials	Description	Qty.	Unit	Percent	Cost	Total
		1	LS		\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -

Sub-Total Material Cost  
 15% Profit/Markup  
**Total Materials Cost**

Subtotal Summary	Description	Qty.	Unit	Percent	Cost	Total
	Labor					\$ -
	Equipment					\$ -
	Subcontractor					\$ 52,384.59
	Materials					\$ -
						\$ 52,384.59

**Subtotal Summary of Costs**

Subtotal Profit/Markup Summary	Description	Qty.	Unit	Percent	Cost	Total
	Labor					\$ -
	Equipment					\$ -
	Subcontractor					\$ -
	Materials					\$ -
						\$ -

**Subtotal Summary Profit/Markup**

<b>Total Summary</b>						\$ 52,384.59
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Office Overhead	Description	Qty.	Unit	Percent	Cost	Total
	Office Overhead			0.00%	\$ 52,384.59	\$ -
						\$ -

Bond	Description	Qty.	Unit	Percent	Cost	Total
	Bond			0.00%	\$ 52,384.59	\$ -
						\$ -
						\$ 52,384.59

**Summary Total Change Order #14: \$ 52,384.59**

ITEM 64



St. Charles Parish Government  
 GSA Consulting Engineers, Inc.  
 Luling Oxidation Pond Rehabilitation & Upgrades  
 Change Order #015 Recap - Additional Sludge Removal & Clay Embankment

Labor	Description	Qty.	Unit	Percent	Cost	Total
	BLD Labor	1	LS		\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -

Sub-Total Labor Cost  
 15% Profit/Markup  
**Total Labor Cost**

Equipment	Description	Qty.	Unit	Percent	Cost	Total
	BLD Equipment	1	LS		\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -

Sub-Total Equipment Cost  
 15% Profit/Markup  
**Total Equipment Cost**

Subcontractor	Description	Qty.	Unit	Percent	Cost	Total
Magnolia	Dredge additional sludge in bottom of pond	2259.94	CY		\$ 48.50	\$ 109,606.67
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -

Sub-Total Subcontractor Cost  
 15% Profit/Markup  
**Total Subcontractor Cost**

Materials	Description	Qty.	Unit	Percent	Cost	Total
River Parishes Construction Materials	Purchase and haul additional clay material	1	LS		\$ 175,206.33	\$ 175,206.33
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -

Sub-Total Material Cost  
 0% Profit/Markup  
**Total Materials Cost**

Subtotal Summary	Description	Qty.	Unit	Percent	Cost	Total
	Labor					\$ -
	Equipment					\$ -
	Subcontractor					\$ 109,606.67
	Materials					\$ 175,206.33
						\$ 284,813.00

**Subtotal Summary of Costs**

Subtotal Profit/Markup Summary	Description	Qty.	Unit	Percent	Cost	Total
	Labor					\$ -
	Equipment					\$ -
	Subcontractor					\$ -
	Materials					\$ -
						\$ -

**Subtotal Summary Profit/Markup**

<b>Total Summary</b>					\$	<b>284,813.00</b>
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Office Overhead	Description	Qty.	Unit	Percent	Cost	Total
	Office Overhead			0.00%	\$ 284,813.00	\$ -

Bond	Description	Qty.	Unit	Percent	Cost	Total
	Bond			0.00%	\$ 284,813.00	\$ -
						\$ 284,813.00

**Summary Total Change Order #15: \$ 284,813.00**



St. Charles Parish Government

Luling Oxidation Pond Rehabilitation & Upgrades

GSA Consulting Engineers, Inc.

Change Order #15 Breakdown: Additional Sludge Removal & Clay Embankment

**Labor**

**Description**

Craft	Number	Rate	Fringes	Hours	Labor Cost	Fringe Cost	Total Cost
Superintendent		\$ 42.00	\$ 14.70		\$ -	\$ -	\$ -
Foreman		\$ 32.00	\$ 11.20		\$ -	\$ -	\$ -
Operator		\$ 24.25	\$ 8.49		\$ -	\$ -	\$ -
Carpenter		\$ 24.00	\$ 8.40		\$ -	\$ -	\$ -
Finisher		\$ 25.00	\$ 8.75		\$ -	\$ -	\$ -
Laborer		\$ 20.00	\$ 7.00		\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -

**Equipment**

**Description**

Equipment	Number	Rate	Hours	Equipment Cost	Total Cost
78 Komatsu	1	\$ 35.20		\$ -	\$ -
Foreman Pickup Truck	1	\$ 16.25		\$ -	\$ -
Crew Truck W/Trailer	1	\$ 12.00		\$ -	\$ -
				\$ -	\$ -

**Material**

**Description**

Material	Quantity	Unit	Amount	Sub-Total	Taxes	Total Cost
Purchase clay Embankment (CYTM) 11,333.48	7671	TNS	7.62	\$ 58,453.02	\$ 5,523.81	\$ 63,976.83
Haul Clay Embankment (CYTM) 11,333.48	7671	TNS	14.50	\$ 111,229.50	\$ -	\$ 111,229.50
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
			-	\$ -	\$ -	\$ -
			-	\$ -	\$ -	\$ -
						\$ 175,206.33



# St. Charles Parish

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

## Legislation Details

**File #:** 2023-0124    **Version:** 1    **Name:** Agreement by and between Diamond Green Diesel, LLC to support the expansion of Foreign Trade Subzone 124 A to include Diamond Green Diesel operations at the IMTT Terminal in St. Rose, Louisiana

**Type:** Ordinance    **Status:** Public Hearing

**File created:** 5/22/2023    **In control:** Parish Council

**On agenda:** 6/5/2023    **Final action:**

**Enactment date:**    **Yes**

**Title:** An ordinance approving and authorizing the execution of an Agreement by and between Diamond Green Diesel, LLC, St. Charles Parish, St. Charles Parish School Board, St. Charles Parish Law Enforcement District, St. Charles Parish Assessment District, Hospital Service District No. 1 of the Parish of St. Charles, Louisiana, and Pontchartrain Levee District to support the expansion of Foreign Trade Subzone 124 A to include Diamond Green Diesel operations at the IMTT Terminal in St. Rose, Louisiana.

**Sponsors:** Matthew Jewell

**Indexes:**

**Code sections:**

**Attachments:** [2023-0124 Agreement - Foreign Trade Subzone 124 A](#)  
[2023-0124 Foreign Trade Subzone - Letter of Support](#)

Date	Ver.	Action By	Action	Result
5/22/2023	1	Parish Council		
5/22/2023	1	Parish President	Introduced	

## Agreement

### Foreign Trade Subzone 124 A

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

**Diamond Green Diesel, LLC**, 14891 East Airline Highway, Norco, LA 70079 herein represented by Martin Loeber, Attorney – in – Fact.

**St. Charles Parish**, 15045 River Road, Hahnville, LA 70057 herein represented by Matthew Jewell, Parish President, duly authorized by Ordinance No. \_\_\_\_\_, dated \_\_\_\_\_, 2023.

**St. Charles Parish School Board**, 13855 River Road, Luling, LA 70070, herein represented by Art Aucoin, its President, duly authorized by Resolution of the St. Charles Parish School Board adopted on \_\_\_\_\_, 2023.

**St. Charles Parish Law Enforcement District**, 260 Judge Edward Dufresne Parkway, Luling, LA 70070 herein represented by Sheriff Gregory C. Champagne, its Chief Executive Officer.

**St. Charles Parish Assessment District**, 15045 River Road, Hahnville, LA 70057, herein represented by Assessor Tab Troxler, its Chief Executive Officer.

**Hospital Service District No. 1 of the Parish of St. Charles, Louisiana**, 1057 Paul Maillard Road, Luling, LA 70070, herein represented by James “Jake” Lemmon, its Chairman.

**Pontchartrain Levee District**, 2069 Railroad Avenue, Lutcher, LA 70071, herein represented by Senecca Boudreaux, its President, duly authorized by Resolution of the Board of Commissioners adopted on \_\_\_\_\_, 2023.

**WHEREAS**, Valero Refining- New Orleans, LLC (VRNO), a wholly owned subsidiary of Valero Energy Corporation, is the current user of Foreign Trade Subzone 124A located in St. Charles Parish, Louisiana, where VRNO operates a petroleum refinery; and

**WHEREAS**, Diamond Green Diesel, LLC (DGD), an affiliate of Valero Energy Corporation, is in the business of manufacturing renewable fuels, and seeks to expand Subzone 124A to accommodate the operation of the DGD renewable fuels business under Foreign Trade Zone procedures, to include tankage dedicated to DGD at the International – Matex Tank Terminals, LLC (IMTT) St. Rose Terminal, St. Rose Terminal, 11842 River Road, St. Rose, Louisiana to the Subzone’s boundaries; and

**WHEREAS**, support of St. Charles Parish is needed to move forward with the expansion of Subzone 124A operations to include DGD; and

**WHEREAS**, the St. Charles Parish Tax Assessor is responsible for listing and valuing all taxable property in St. Charles Parish; and

**WHEREAS**, Section 810(e) of the Foreign-Trade Zones Act of 1934 (19 USC §810(e)) exempts inventory meeting specified criteria held in an activated Foreign Trade Zone from local ad valorem tax; and

**WHEREAS**, St. Charles Parish has agreed to support the expansion of Subzone 124A for DGD renewable fuels operations provided that DGD waives application of the tax exemption provided by Section 810(e) to DGD inventory;

**NOW, THEREFORE, in exchange for the consideration stated below, it is agreed by the Parties:**

1. Letter of Support. St. Charles Parish taxing authorities, agree to execute a letter of support for expansion of Subzone 124A to include DGD operations at the International Matex Tank Terminals, LLC, St. Rose Terminal, 11842 River Road, St. Rose, Louisiana in the form attached as Exhibit "A," and take other actions as may be needed to evidence such support.
2. Waiver of FTZ tax exemption. DGD hereby waives application of the tax exemption provided by Section 810(e) of the Foreign Trade Zone Act with regard to any inventory located within Subzone 124A which is owned by DGD or intended to be used by DGD in its production of renewable fuels. DGD agrees to take no action to claim the exemption provided by Section 810(e), and will pay inventory taxes as if the Foreign Trade Zone did not exist. This waiver applies only to inventories owned by DGD or used in the DGD renewable fuels business, and has no application to any inventory owned or used by VRNO in the production of petroleum products.
3. Assessment. The St. Charles Parish Assessor will list and value, as taxable property, inventory owned or used by DGD in the renewable fuels business without regard to Foreign Trade Zone status of DGD operations. Said assessment shall be taxed as provided by the Laws of the State of Louisiana and the Rules and Regulations of the Louisiana Tax Commission.

Thus done and signed this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

Diamond Green Diesel, LLC

St. Charles Parish

\_\_\_\_\_

\_\_\_\_\_

By: Martin Loeber, Attorney – in – Fact

By: Matthew Jewell, Parish President



St. Charles Parish School Board

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By: Art Aucoin, President

St. Charles Parish Law Enforcement District

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By: Gregory C. Champagne, Sheriff

St. Charles Parish Assessment District

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By: Tab Troxler, Assessor

Hospital Service District No. 1 of the  
Parish of St. Charles, Louisiana

---

By: James "Jake" Lemmon, President

Pontchartrain Levee District

---

By: Senecca Boudreaux, President

**Exhibit A**

**To be reprinted on Parish letterhead**  
Return to Diamond Green to accompany application

[Date]

Ms. Liz Whiteman  
Acting Executive Secretary  
Foreign-Trade Zones Board  
US Department of Commerce  
1401 Constitution Ave., NW, Room 21013  
Washington, DC 20230

Re: Foreign Trade Subzone 124A Expansion

Dear Ms. Whiteman:

We understand that Valero Refining-- New Orleans, LLC and Diamond Green Diesel, LLC will be seeking expansion of Foreign Trade Subzone 124A located in St. Charles Parish for the Diamond Green renewable fuels business to include tankage dedicated to Diamond Green at the International – Matix Tank Terminal, St. Rose Terminal, 11842 River Road, St. Rose, Louisiana in the Subzone’s boundaries. We understand that Diamond Green’s imported inventory and inventory held for export at the FTZ would be eligible for an exemption from ad valorem tax under the Foreign Trade Zones Act. Diamond Green has agreed to forgo the foreign trade zone tax exemption for Diamond Green inventory. We recognize the importance of Subzone 124A operations for Valero, Diamond Green, and our community, and on behalf of the St. Charles Parish taxing authorities, express our support for expansion of the Subzone.

Sincerely,

Matthew Jewell  
Parish President

Art Aucoin  
School Board President

Gregory C. Champagne  
Sheriff

Tab Troxler  
Assessor

James “Jake” Lemmon  
Hospital Board Chairman

Senecca Boudreaux  
Levee Board President



# St. Charles Parish

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

## Legislation Details

**File #:** 2023-0127    **Version:** 1    **Name:** C. O. No. 1 SCP E. Dufresne Community Center Ida & Window Repairs, (Project No. EDCC 0322)

**Type:** Ordinance    **Status:** Public Hearing

**File created:** 5/22/2023    **In control:** Parish Council

**On agenda:** 6/5/2023    **Final action:**

**Enactment date:**    **Yes**

**Title:** An ordinance approving and authorizing the execution of Change Order No. 1 for SCP E. Dufresne Community Center Ida & Window Repairs, (Project No. EDCC 0322), to increase the contract amount by \$82,465.00 and increase the contract time by 9 days.

**Sponsors:** Matthew Jewell, General Government Buildings

**Indexes:**

**Code sections:**

**Attachments:** [2023-0127 Change Order Window Repairs-IDA](#)

Date	Ver.	Action By	Action	Result
5/22/2023	1	Parish Council		
5/22/2023	1	Parish President	Introduced	

**SECTION 00806**

**CHANGE ORDER**

No.   1  

DATE OF ISSUANCE   May 10, 2023  

EFFECTIVE DATE \_\_\_\_\_

OWNER:   St. Charles Parish Government  

CONTRACTOR:   NFT Group, LLC.  

Contract:   SCP E. Dufresne Community Center Ida and Window Repairs  

Project: \_\_\_\_\_

OWNER's Contract No. \_\_\_\_\_

ENGINEER's Contract No.   20-22003  

ENGINEER:   Meyer Engineers, Ltd.  

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

**Description:** *See attached example on how to fill in this information*

1.   Add the Following Work Items:  

- a. New Contract Item #: *Waterproofing Behind Metal Composite Panels (Work Change Directive #1)*  
Addition of \$49,848.00 (L.S.). See attached CPR #3 for details.
- b. New Contract Item #: *Metal Composite Panel Size Discrepancy (Work Change Directive #2)*  
Addition of \$23,194.00 (L.S.). See attached CPR #4R1 for details.
- c. New Contract Item #: *Additional Window Mockup (Work Change Directive #3)*  
Addition of \$9,423.00 (L.S.). See attached CPR #7 for details.

Total of Added Work Items = \$82,465.00

**Reason for Change Order:** List a reason for each Line Item listed above. *See attached example on how to fill in this information*

1. Add Work Items


- a. Additional cost associated with applying a new waterproofing membrane to the existing sheathing behind the new metal composite panels.
- b. Additional cost for adding metal composite panel material from what the original contract drawings show.
- c. Perform additional window flashing mockup to test and validate new flashing design.

**Attachments:** (List documents supporting change)


- 1. Attachment No. 1 – Change Order Summary
- 2. Work Change Directive #1 – Waterproofing behind Metal Composite Panels (RFC #003 (RFI #004)
- 3. Work Change Directive #2 – Metal Composite Panels Size Discrepancy (RFC #004R1)
- 4. Work Change Directive #3 – Additional Window Mockup (RFC #007)

CHANGE IN CONTRACT PRICE:
Original Contract Price \$1,144,000.00
Net Increase (Decrease) from previous Change Orders No. ___ to ___: \$0.00
Contract Price prior to this Change Order: \$1,144,000.00
Net increase (decrease) of this Change Order: \$82,465.00
Contract Price with all approved Change Orders: \$1,226,465.00

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: 10/04/2023 Ready for final payment: 11/18/2023 (days or dates)
Net change from previous Change Orders No. ___ to No. ___: Substantial Completion: 0 Ready for final payment: 0 (days)
Contract Times prior to this Change Order: Substantial Completion: 10/04/2023 Ready for final payment: 11/18/2023 (days or dates)
Net (increase) decrease this Change Order: Substantial Completion: 9 Ready for final payment: _____ (days)
Contract Times with all approved Change Orders: Substantial Completion: 10/13/2023 Ready for final payment: 11/27/2023 (days or dates)

RECOMMENDED:  
By:   
ENGINEER (Authorized Signature)  
Date: 5-16-23

APPROVED:  
By: \_\_\_\_\_  
OWNER (Authorized Signature)  
Date: \_\_\_\_\_

ACCEPTED:  
By:   
CONTRACTOR (Authorized Signature)  
Date: 5/15/23

**Attachment No. 1**  
Change Order No. 1  
SCP E. Dufresne Community Center  
Ida and Window Repairs  
A/E Project No. 20-22003 May 10, 2023

SCOPE OF CHANGE:

- |   |                  |
|---|------------------|
| 1. CPR # 3 – Waterproofing Behind Metal Composite Panels. | ADD: \$49,848.00 |
| 2. CPR # 4R1 – Metal Composite Panel Size Discrepancy     | ADD: \$23,194.00 |
| 3. CPR # 7 – Additional Window Mockup                     | ADD: \$9,423.00  |

**TOTAL ADDITIVE: \$82,465.00**

JUSTIFICATIONS:

1. CPR # 3 – Additional cost associated with applying a new waterproofing membrane to the existing sheathing behind the new metal composite panels.
2. CPR # 4R1 – Additional cost for adding metal composite panel material from what the original contract drawings show.
3. CPR # 7 – Perform additional window flashing mockup to test and validate new flashing design.

TIME EXTENSION:

Add **9** days of time extension.

- 7 days for additional work in CPR # 3
- 0 days for additional work in CPR # 4R1
- 2 days for additional work in CPR # 7

**SECTION 00805**

**WORK CHANGE DIRECTIVE**

No. 1

DATE OF ISSUANCE May 3, 2023 EFFECTIVE DATE \_\_\_\_\_

Owner: St. Charles Parish Government

Contractor: NFT Group, LLC.

Contract: Building Construction

Project: SCP E. Dufresne Community Center Ida / Window Repairs

Owner's Contract No.: EDCC 0322 Engineer's Contract No.: 20-2003

ENGINEER: Meyer Engineers, Ltd.

Contractor is directed to proceed promptly with the following change(s):

Description: Waterproofing Behind Metal Composite Panels.

Attachments: (List documents supporting change) Refer to RFC#003 (RFI #004) attached.

**Purpose for Work Change Directive:**

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: *(check one)*

- Non-agreement on pricing of proposed change.
- Necessity to proceed for schedule or other project reasons.

**Estimated Change in Contract Price and Contract Times (non-binding, preliminary):**

Contract Price: \$ 49,848.00  increase  decrease

Contract Time 7 days  increase  decrease

**Basis of estimated change in Contract Price:**

- Lump Sum
- Unit Price
- Cost of the Work
- Other

By: <u><i>Richard May</i></u> Engineer (Authorized Signature)	Recommended: By: <u><i>Math Jewell</i></u> Owner's Representative*	Limited Authorization By*: By: <u><i>[Signature]</i></u> Contractor (Authorized Signature)	Received: <u><i>[Signature]</i></u>
--	--	--	--

Title: <u>President</u>	Title: <u>Parish President</u>	Title: <u>Member</u>
Date: <u>5/11/23</u>	Date: <u>5-11-23</u>	Date: <u>5/10/23</u>

\*Owner's Representative is not authorized to finalize a Change Order nor does the Work Change Directive substitute the Change Order process as more fully set out in the General Conditions of the Construction Contract.

Approved by Funding Agency (if applicable)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: \_\_\_\_\_



DUFRESNE COMMUNITY CENTER

NFT PROJECT No. 2022-07

**RFC #003**

NFT Group, LLC 831 Elysian Fields Ave - C. New Orleans, Louisiana 70117

Phone: 504-330-2189

Date: 03/09/23

**RFC #003 – RFI #004 – Waterproofing Behind Metal Composite Panels**

Attached please find our *Request For Change #003 – Waterproofing Behind Metal Composite Panels* in the amount of:

**Option A**

*Add \$49,848.00 (Forty-Nine Thousand Eight Hundred Forty-Eight Dollars and Zero Cents)*

*And*

*Add 7 (Seven) Calendar Days*

**Option B**

*Add \$61,436.00 (Sixty-One Thousand Four Hundred Thirty-Six Dollars and Zero Cents)*

*And*

*Add 7 (Seven) Calendar Days*

NFT is submitting this RFC which includes the overall additional cost associated with applying a new waterproofing membrane to the existing sheathing behind the new Metal Composite Panels. This RFC is above and beyond our base contract scope; therefore, NFT is submitting this proposed change order request for review and approval.

Included in this Change is all labor, material, and equipment, as required to complete the following:

1. Furnish and install waterproofing on Sheathing behind Metal Composite Panels
2. Only those items outlined above.

Schedule:

- NFT is requesting 7 additional calendar days associated with this work.

Qualifications:

1. This RFC shall become a Change Order.
2. 2 options are priced in this RFC.
  - a. Option A: Install Fluid Applied Waterproofing Membrane.
  - b. Option B: Install Peel and Stick Waterproofing Membrane.
3. This RFC is valid until 03/16/23.

Please advise immediately if you require any additional information and feel free to call if you have any questions.

Sincerely,  
NFT Group, LLC

*Matt Valentine*

Matt Valentine





**Option A - Fluid Applied Waterproofing**



Project: SCP E. Dufresne Community Center IDA and Window Repairs  
 St Charles Parish  
 NFT Job No: 2022-07

Date: 03/09/2023  
 RFI / Dwg / ASI/PR : 004

**Construction Contract Change Order Pricing Schedule**

**RFC 003**

Description of Change: See attached cover sheet

**A. Contractor's Cost of Work :**

**1. Labor**

Assigned Personnel or Work Crews	Rate	Quantity	Units	
PM - CO Processing and Equipment Deliveries	\$75.00	3	HR	\$ 225.00
Superintendent	\$65.00	40	HR	\$ 2,600.00
		Add Labor Burden	36.25%	\$ 1,024.06

**Labor Total \$ 3,849.06**

**2. Material**

Material Required for Change	Unit Price	Quantity	Units	
N/A			LS	\$ -
			LS	\$ -
			CY	\$ -
		Add Sales Tax	9.45%	\$ -

**Material Total \$ -**

**3. Equipment**

Equipment Required for Change	Unit Price	Quantity	Units	
Articulating Lift - Low Roof Side	\$8,697.00	1	Week	\$ 8,698.00
Lift Pickup & Delivery	\$860.00	1	EA	\$ 860.00
		Add Sales Tax	9.45%	\$ 903.23

**Equipment Total \$ 10,461.23**

**Contractor's Cost of Work Total \$ 14,310.29**

Contractor's Overhead and Profit 10.0% \$ 1,431.03

**Section A Total \$ 15,741.32**

**B. Subcontractor's Costs : (See Supporting Worksheet)**

Subcontractor's Direct Cost		\$ 29,480.00
Subcontractor's Overhead and Profit	10.0%	\$ 0.00
General Liability on Subcontractor's Total Cost	0.000%	\$ -
Contractor's Overhead and Profit on Subcontractor's Direct Cost Only <i>OR</i>	0.0%	\$ -
Contractor's Overhead and Profit on Subcontractor's Direct Cost and OH&P (AIA A201 7.2.3.2)	10.0%	\$ 2,948.00

**Section B Total \$ 32,428.00**

**Change Order Subtotal (Section A + B) \$ 48,169.32**

Bond	2.50%	\$ 1,204.23
Builder's Risk	0.90%	\$ 444.36
OCP	0.06%	\$ 29.62

**Total Cost of Proposed Change Order \$ 49,848**

**Contract Days added to Project Schedule 7 Calendar Days**



Subcontractor Cost Breakdown

RFC 003

Cost of the Work :

Subcontractor	Cost of the Work	OH&P	Cost
Thrasher - Option A Fluid Applied	\$29,480.00		\$29,480
Subcontractor Totals	\$29,480.00	\$0.00	\$29,480

## **Option B - Peel & Stick Waterproofing**



**Construction Contract Change Order Pricing Schedule**

**RFC 003**

Description of Change: See attached cover sheet

**A. Contractor's Cost of Work :**

**1. Labor**

Assigned Personnel or Work Crews	Rate	Quantity	Units	
PM - CO Processing and Equipment Deliveries	\$75.00	3	HR	\$ 225.00
Superintendent	\$65.00	40	HR	\$ 2,600.00
		Add Labor Burden	36.25%	\$ 1,024.06

**Labor Total \$ 3,849.06**

**2. Material**

Material Required for Change	Unit Price	Quantity	Units	
N/A			LS	\$ -
			LS	\$ -
			CY	\$ -
		Add Sales Tax	9.45%	\$ -

**Material Total \$ -**

**3. Equipment**

Equipment Required for Change	Unit Price	Quantity	Units	
Articulating Lift - Low Roof Side	\$8,697.00	1	Week	\$ 8,698.00
Lift Pickup & Delivery	\$860.00	1	EA	\$ 860.00
		Add Sales Tax	9.45%	\$ 903.23

**Equipment Total \$ 10,461.23**

**Contractor's Cost of Work Total \$ 14,310.29**

Contractor's Overhead and Profit 10.0% \$ 1,431.03

**Section A Total \$ 15,741.32**

**B. Subcontractor's Costs : (See Supporting Worksheet)**

Subcontractor's Direct Cost		\$ 39,660.00
Subcontractor's Overhead and Profit	10.0%	\$ 0.00
General Liability on Subcontractor's Total Cost	0.000%	\$ -
Contractor's Overhead and Profit on Subcontractor's Direct Cost Only <i>OR</i>	0.0%	\$ -
Contractor's Overhead and Profit on Subcontractor's Direct Cost and OH&P (AIA A201 7.2.3.2)	10.0%	\$ 3,966.00

**Section B Total \$ 43,626.00**

**Change Order Subtotal (Section A + B) \$ 59,367.32**

Bond	2.50%	\$ 1,484.18
Builder's Risk	0.90%	\$ 547.66
OCP	0.06%	\$ 36.51

**Total Cost of Proposed Change Order \$ 61,436**

**Contract Days added to Project Schedule 7 Calendar Days**



Project: SCP E. Dufresne Community Center IDA and Window  
St Charles Parish

Date: 03/09/2023

Subcontractor Cost Breakdown

RFC 003

Cost of the Work :

Subcontractor	Cost of the Work	OH&P	Cost
Thrasher - Option B Peel & Stick	\$39,660.00		\$39,660
<b>Subcontractor Totals</b>	<b>\$39,660.00</b>	<b>\$0.00</b>	<b>\$39,660</b>

BRANCH D68  
 1444 WESTBANK EXPRESSWAY  
 WESTWEGO LA 70094  
 504-348-2841  
 504-348-4388 FAX

### # 216901858

Job Site

EDWARD A DUFRESNE COMMUNITY CN  
 274 JUDGE EDWARD DUFRESNE PKWY  
 LULING LA 70070-6235

Office: 504-330-2189 Cell: 504-618-6650

Customer # : 4269845  
 Quote Date : 03/07/23  
 Estimated Out : 04/03/23 09:00 AM  
 Estimated In : 05/01/23 02:00 PM  
 UR Job Loc : 274 JUDGE EDWARD DUF  
 UR Job # : 13  
 Customer Job ID:  
 P.O. # : TBD  
 Ordered By : JASON HAYES  
 Written By : RICKEY GUIDRY JR.  
 Salesperson : RICKEY GUIDRY JR

NFT GROUP, LLC  
 831 ELYSIAN FIELDS AVE # C  
 NEW ORLEANS LA 70117-8513

**This is not an invoice  
 Please do not pay from this document**

**RENTAL ITEMS:**

Qty	Equipment	Description	Minimum	Day	Week	4 Week	Estimated Amt.
1	3109901	BOOM 150' ARTICULATING IC 4WD		3,058.00	8,698.00	19,298.00	22,356.00
YOU HAVE RENTED A MOBILE ELEVATING WORK PLATFORM (MEWP). SOME OF OUR MEWPS HAVE BEEN EQUIPPED WITH ACCESSORIES THAT MAY REDUCE THE RISK OF ENTRAPMENT HAZARDS AND CRUSHING INJURIES. OTHERS CAN HAVE THESE ACCESSORIES ADDED. FEEL FREE TO DISCUSS THESE ACCESSORIES WITH YOUR LOCAL BRANCH AND EXPLORE WHETHER YOU WOULD LIKE TO RENT A UNIT EQUIPPED WITH THIS TECHNOLOGY FOR YOUR PARTICULAR PROJECT. FOR FURTHER INFORMATION ON MEWP SAFETY, PLEASE WATCH THE FOLLOWING VIDEO: <a href="http://UNITEDRENTALS.COM/MEWPS-SAFETY">HTTP://UNITEDRENTALS.COM/MEWPS-SAFETY</a>							

Rental Subtotal: 22,356.00

**SALES/MISCELLANEOUS ITEMS:**

Qty	Item	Price	Unit of Measure	Extended Amt.
1	ENVIRONMENTAL SERVICE CHARGE [ENV/MCI]	99.000	EACH	99.00
1	DELIVERY CHARGE	430.000	EACH	430.00
1	PICKUP CHARGE	430.000	EACH	430.00

Sales/Misc Subtotal: 959.00

Agreement Subtotal: 23,315.00

Tax: 2,122.00

Estimated Total: 25,437.00

**COMMENTS/NOTES:**

CONTACT: JASON HAYES  
 CELL#: 504-618-6650

TO SCHEDULE EQUIPMENT FOR PICKUP, CALL 800-UR-RENTS (800-877-3687)  
 WE ARE AVAILABLE 24/7 TO SUPPLY YOU WITH A CONFIRMATION #  
 IN ORDER TO CLOSE THIS CONTRACT

This proposal may be withdrawn if not accepted within 30 days. The above referenced Rental Protection Plan, environmental, and tax charges are estimates and are subject to change.

NOTICE: This is not a rental agreement. The rental of equipment and any items listed above is subject to availability and subject to the terms and conditions of the Rental and Service Agreement, which are available at <https://www.unitedrentals.com/legal/rental-service-terms-US> and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.







DUFRESNE COMMUNITY CENTER

NFT PROJECT No. 2022-07

**RFC #004R1**

NFT Group, LLC 831 Elysian Fields Ave - C. New Orleans, Louisiana 70117

Phone: 504-330-2189

Date: 03/30/23

### **RFC #004 R1– Metal Composite Panel Size Discrepancy**

Attached please find our *Request For Change #004R1 – Metal Panel Size Discrepancy* in the amount of:  
*Add \$23,194.00 (Twenty-Three Thousand One Hundred Ninety-Four Dollars and Zero Cents)*

*And*

*Add 0 (Zero) Calendar Days*

NFT is submitting this RFC which includes the overall additional cost associated with additional Metal Composite Panel material from what the contract drawings show. This RFC is above and beyond our base contract scope; therefore, NFT is submitting this proposed change order request for review and approval.

Included in this Change is all material as required to complete the following:

1. Provide additional Metal Composite Panels required above what the contract documents illustrate.
2. Only those items outlined above.

Schedule:

- NFT isn't requesting additional time related to this RFC.

Qualifications:

1. This RFC shall become a Change Order.
2. RFC amount is for the additional metal panels at the fascia on the North and South Elevation. This does not include the soffits.
3. This RFC is valid until 03/16/23.

Please advise immediately if you require any additional information and feel free to call if you have any questions.

Sincerely,  
NFT Group, LLC

*Matt Valentine*

Matt Valentine



Project: SCP E. Dufresne Community Center IDA and Window Repairs Date: 03.30.23  
 St Charles Parish RFI / Dwg / ASI/PR : -  
 NFT Job No: 2022-07

**Construction Contract Change Order Pricing Schedule**

**RFC 004R1**

Description of Change: See attached cover sheet

**A. Contractor's Cost of Work :**

**1. Labor**

Assigned Personnel or Work Crews	Rate	Quantity	Units	
PM	\$75.00	3	HR	\$ 225.00
	\$0.00	0	HR	\$ -
		Add Labor Burden	36.25%	\$ 81.56

**Labor Total \$ 306.56**

**2. Material**

Material Required for Change	Unit Price	Quantity	Units	
N/A			LS	\$ -
			LS	\$ -
			CY	\$ -
		Add Sales Tax	9.45%	\$ -

**Material Total \$ -**

**3. Equipment**

Equipment Required for Change	Unit Price	Quantity	Units	
N/A	\$0.00	0	Day	\$ -
		Add Sales Tax	9.45%	

**Equipment Total \$ -**

**Contractor's Cost of Work Total \$ 306.56**

Contractor's Overhead and Profit 10.0% \$ 30.66

**Section A Total \$ 337.22**

**B. Subcontractor's Costs : (See Supporting Worksheet)**

Subcontractor's Direct Cost		\$ 20,069.00
Subcontractor's Overhead and Profit	10.0%	\$0.00
General Liability on Subcontractor's Total Cost	0.000%	\$ -
Contractor's Overhead and Profit on Subcontractor's Direct Cost Only <i>OR</i>	0.0%	\$ -
Contractor's Overhead and Profit on Subcontractor's Direct Cost and OH&P (AIA A201 7.2.3.2)	10.0%	\$ 2,006.90

**Section B Total \$ 22,075.90**

**Change Order Subtotal (Section A + B) \$ 22,413.12**

Bond	2.50%	\$ 560.33
Builder's Risk	0.90%	\$ 206.76
OCP	0.06%	\$ 13.78

**Total Cost of Proposed Change Order \$ 23,194**

**Contract Days added to Project Schedule 0 Calendar Days**



Project: SCP E. Dufresne Community Center IDA and Window  
 St Charles Parish

Date: 03.30.23

Subcontractor Cost Breakdown

RFC 004R1

Cost of the Work :

Subcontractor	Cost of the Work	OH&P	Cost
Lentz	\$20,069.00		\$20,069
Subcontractor Totals	\$20,069.00	\$0.00	\$20,069

**mvalentine@nftgr.com**

---

**From:** Tony Delhommer <tony@lantzroofing.com>  
**Sent:** Tuesday, March 28, 2023 10:59 AM  
**To:** mvalentine@nftgr.com  
**Subject:** Re: Dufresne CC

Fascia add is \$20,069 and Soffit add is \$40,139.00. Both prices includes hat channels

On Tue, Mar 28, 2023 at 8:23 AM <mvalentine@nftgr.com> wrote:

Tony

Did you get this pricing broken out for the fascia and soffit?

Sincerely,



831 Elysian Fields Ave - C

New Orleans, LA 70117

Matt Valentine

(C) 601-452-1948

(O) 504-875-5499

[www.nftgr.com](http://www.nftgr.com)

**From:** mvalentine@nftgr.com <mvalentine@nftgr.com>  
**Sent:** Thursday, March 23, 2023 12:50 PM  
**To:** 'Tony Delhommer' <tony@lantzroofing.com>  
**Cc:** 'Nauman Thomas' <nthomas@nftgr.com>; 'Ryan Noland' <rnoland@nftgr.com>; jhayes@nftgr.com  
**Subject:** RE: Dufresne CC

Tony





DUFRESNE COMMUNITY CENTER

NFT PROJECT No. 2022-07

**RFC #007**

NFT Group, LLC 831 Elysian Fields Ave - C. New Orleans, Louisiana 70117

Phone: 504-330-2189

Date: 04/17/23

### **RFC #007 – Additional Window Mockup**

Attached please find our *Request For Change #007 -- Additional Window Mockup* in the amount of:

**Add \$9,423.00 (Nine Thousand Four Hundred Twenty-Three Dollars and Zero Cents)**

*And*

**Add 2 (Two) Calendar Day**

NFT is submitting this RFC which includes the overall associated costs with performing an additional window mockup. The project design for the initial window mockup failed when a water test was performed. During OAC on 03.28.23 it was determined an additional mockup would be required with a monolithic flashing sleeve followed by Water Test to verify results. This RFC is part of our base contract scope; therefore, NFT is submitting this proposed change order request for review and approval.

Included in this Change is all labor, material, and equipment as required to complete the following:

1. Perform additional window flashing mockup to test and validate new flashing design.
2. Only those items outlined above.

Schedule:

- NFT is requesting 2 additional calendar days associated with this RFC.

Qualifications:

1. This RFC shall become a Change Order.
2. This RFC is valid until 04/24/23.

Please advise immediately if you require any additional information and feel free to call if you have any questions.

Sincerely,  
NFT Group, LLC

*Matt Valentine*

Matt Valentine



Project: SCP E. Dufresne Community Center IDA and Window Repairs Date: 04.18.23  
 St Charles Parish RFI / Dwg / ASI/PR : -  
 NFT Job No: 2022-07

**Construction Contract Change Order Pricing Schedule**

**RFC 007**

Description of Change: See attached cover sheet

**A. Contractor's Cost of Work :**

**1. Labor**

Assigned Personnel or Work Crews	Rate	Quantity	Units	
PM	\$75.00	2	HR	\$ 150.00
Superintendent	\$65.00	8	HR	\$ 520.00
		Add Labor Burden	36.25%	\$ 242.88
<b>Labor Total</b>				<b>\$ 912.88</b>

**2. Material**

Material Required for Change	Unit Price	Quantity	Units	
			EA	\$ -
			LS	\$ -
			CY	\$ -
		Add Sales Tax	9.45%	\$ -
<b>Material Total</b>				<b>\$ -</b>

**3. Equipment**

Equipment Required for Change	Unit Price	Quantity	Units	
N/A	\$0.00	0	Day	\$ -
		Add Sales Tax	9.45%	
<b>Equipment Total</b>				<b>\$ -</b>

**Contractor's Cost of Work Total \$ 912.88**

Contractor's Overhead and Profit 10.0% \$ -

**Section A Total \$ 912.88**

**B. Subcontractor's Costs : (See Supporting Worksheet)**

Subcontractor's Direct Cost		\$ 7,450.00
Subcontractor's Overhead and Profit	10.0%	\$0.00
General Liability on Subcontractor's Total Cost	0.000%	\$ -
Contractor's Overhead and Profit on Subcontractor's Direct Cost Only <i>OR</i>	0.0%	\$ -
Contractor's Overhead and Profit on Subcontractor's Direct Cost and OH&P (AIA A201 7.2.3.2)	10.0%	\$ 745.00

**Section B Total \$ 8,195.00**

**Change Order Subtotal (Section A + B) \$ 9,107.88**

Bond	2.50%	\$ 227.70
Builder's Risk	0.90%	\$ 81.97
OCP	0.06%	\$ 5.01

**Total Cost of Proposed Change Order \$ 9,423**

**Contract Days added to Project Schedule 2 Calendar Days**





Project: SCP E. Dufresne Community Center IDA and Window  
St Charles Parish

Date: 04.18.23

Subcontractor Cost Breakdown

RFC 007

Cost of the Work :

Subcontractor	Cost of the Work	OH&P	Cost
Lentz Roofing - Metal Panel Removal	\$800.00		\$800
Southern Earth Sciences - Water Testing	\$800.00		\$800
CJ Williams - Scaffolding Access	\$1,750.00		\$1,750
Glendale - Flashing Mockup	\$4,100.00		\$4,100
<b>Subcontractor Totals</b>	<b>\$7,450.00</b>	<b>\$0.00</b>	<b>\$7,450</b>

# Glendale Enterprises, Inc.

"Building Relationships, Installing Confidence"

LA License #33288 & MS License #14029-SC

710 Apple Street - Norco, LA 70079 - Phone: 504-229-6580 Fax: 504-208-3163

www.glendaleinc.com



## Customer Quote

PROPOSAL #: 0423-18 DATE: 04/18/2023  
 JOB NAME: Ed Dufresne Ct Mock-up JOB RE: 1

Base Bid . . . .	\$4,100	Taxes Included
35% deposit required upon approved shop drawings.		

**Manufacturer:** Pelican Protective Covers, LLC  
**Description:** 60 ± square feet of Pelican's Aluminum Canopy Materials, sized and priced according to the bid documents listed below.

**Scope:** Per attached Scope outlined by highlighted sections only  
**This proposal assumes sufficient structural attachment points for our products. Pelican is not responsible for designing, engineering, providing, or installing structural attachment points.**  
 Materials and labor mock up flashing details provided by architect.

**Materials:** Painted Breakmetal  
**\*\*\*Lead Times\*\*\***  
 Shop Drawings: 4-6 weeks | Delivery: TBD base of material availability upon approved shop drawings. Please note change orders can add 30 days to original schedule.

- Note 1:** Per Umbrella limit is \$1,000,000. If contract requires higher limit, please allow exception for current policy provisions.
- Note 2:** This Quotation represents the use of Pelican's Standard Canopy Design & components to best match designs shown on drawings. Canopy will be left clean.
- Note 3:** Pelican Protective Covers, LLC will engineer our canopy to connect to structural hard points provided by others.
- Note 4:** Reactions at base of the columns will determined the size of the footings. These reactions will be supplied by the manufacturer.
- Note 5:** Cancellation fees are as follows 10% after letter of intent is issued, (Due to our long lead times, we typically order submittals immediately to try to help maintain your schedule) 25% after submittals 50% after approved drawings and 75% after field verifications of price listed above.
- Note 6:** We do NOT install canopies until walkway is poured. Doing it any other way will be considered non-conventional and will result in a change order!
- Note 7:** This bid supersedes and voids any previous bid. Any new bids will be re-issued.
- Note 8:** Due to market fluctuations price escalations are subject to change at time of shipment

**Includes:** Taxes, Installation, Freight, Blockouts, field verifications, and Engineering, Layout assistance \$500.00

**Excludes:** Bonds, Lift Equipment, Lighting, Blocking, raceways, concrete footings, concrete toppings, chipping and breaking concrete, Moc-Ups, counter flashing, and reglets. Any demolition, any blocking, any backing, and any embedded items.

**CONTRACT QUALIFICATIONS:**

This proposal shall remain valid for 10 days and is contingent upon successful contract negotiations, acceptance of qualifications and payment terms agreement. Shop drawing submittal, specification and construction shall illustrate the complete scope of work. Glendale Enterprises standard general terms and conditions are part of this quotation by inclusion and / or reference herein.

Accepted By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Company: \_\_\_\_\_ Respectfully submitted by: Glendale Enterprises, Inc.

**mvalentine@nftgr.com**

---

**From:** Kenny Meyn <kmeyn@soearth.com>  
**Sent:** Friday, February 24, 2023 4:04 PM  
**To:** mvalentine@nftgr.com  
**Cc:** jhayes@nftgr.com; nthomas@nftgr.com; 'Ryan Noland'  
**Subject:** RE: E. Dufresne Community Center - Water Testing  
**Attachments:** AAMA-501-2-03-PDF (1).pdf

Matt,

Check this test method out and let me know if approved. 4 hours (2 men) on site with report = \$800.

Kenny



**Ken J. Meyn, P.E.**  
*District Manager*

725 S. Genois St.  
New Orleans, LA 70119  
Office: (504) 486-5595  
Cell: (504) 259-4921  
E-mail: [kmeyn@soearth.com](mailto:kmeyn@soearth.com)  
Visit us at: [www.soearth.com](http://www.soearth.com)

**From:** mvalentine@nftgr.com [mailto:mvalentine@nftgr.com]  
**Sent:** Friday, February 24, 2023 12:22 PM  
**To:** 'Kenny Meyn' <kmeyn@soearth.com>  
**Cc:** jhayes@nftgr.com; nthomas@nftgr.com; 'Ryan Noland' <rnoland@nftgr.com>  
**Subject:** E. Dufresne Community Center - Water Testing

Kenny

How much would you charge to come out for 1 day of water testing on a couple of windows we are re-flashing as a mockup and what is your earliest availability? Address is:

**274 Judge Edward Dufresne Parkway**  
**Luling, LA 70070**

Sincerely,



831 Elysian Fields Ave - C

**Lentz Roofing CO.**

----- Est. 1978

**Reliabilty Starts at the TOP.**

Quotation # : 216

Quote Date : 4/17/2023

Drawings By : Meyer

Drawings Dated : 9/22/2022

Addenda Received : 1

Company	NFT	Job Name	SCP E. Dufresne Community CNT
Contact	Ryan	Job	274 Judge Edward Dufresne Pwy
Phone	504-644-7742	Address	Luling, LA 70070
Email			

Name	Lentz Roofing Company	Website Address	<a href="http://www.LentzRoofing.com">www.LentzRoofing.com</a>
Contact	Tony Delhommer	Office	11420 Cedar Park Ave
Phone	225-329-6469	Address	Baton Rouge, LA 70809
Email	<a href="mailto:Tony@Lentzroofing.com">Tony@Lentzroofing.com</a>		

Panel System	N/A
Base Material	Flush Horizontal Panel With Grooves
Finish	N/A
Total SqFt	N/A
Tax Rate	9.45%

**Turn Key Proposal: Includes Material and Labor**

\* Remove one panel from between windows for a mock-up.

\* Excludes all equipment and scaffolding  
\* Anything not specifically called out in inclusions

*Due to rising material cost, quote is only good for 30 days. Please inquire for updated pricing after 30 days from original proposal.*

\* Base Bid is to supply labor only to remove panel between window at one location only for Dufresne Community Center. Price for the rest of the panels and re-installing will be in separate bid

\*\*\* Acceptance of this proposal is subject to a supplemental written contract\*\*\*  
\*\*\* Quote good for 30 days \*\*\*

**Total**

**\$800.00**



**SUBCONTRACT AGREEMENT**

---

Contract No. SC-009

Contractor: NFT Group, LLC  
831 Elysian Fields Ave., Ste C  
New Orleans, Louisiana 70117

Subcontractor: CJ. Williams Construction, LLC  
808 Harang Ave  
Metairie, Louisiana 70001

Project: 2022-07 Dufresne Community Center  
St Charles Parish Government

Owner: St. Charles Parish Government  
15045 River Road  
Hahnville, Louisiana 70057

Architect/Engineer: Meyer Engineers, Ltd.  
4937 Hearst St, Suite B  
Metairie, LA 70001

Price: \$1,750.00 (One Thousand Seven Hundred Fifty Dollars and Zero Cents)

Retainage: Ten Percent (10.0%)

**A. Contract Documents.** The Contract Documents consist of this Agreement, Exhibit A – Terms and Conditions, Exhibit B – Insurance Requirements, ~~Exhibit C – Payment and Performance Bonds~~, Exhibit D – Drawing Log, Exhibit E – Specifications, Exhibit F – Payment Application. This Agreement and all of its exhibits form the Subcontract, and are fully a part of the Subcontract as incorporated by reference and as if repeated herein. This Subcontract represents the entire and integrated agreement between Subcontractor and Contractor and supersedes any prior negotiations, representations or agreements, either written or oral.

**B. Construction Phase.** Furnish all labor, materials, tools, equipment, facilities, supervision, management, financial resources, services, submittals, testing, inspections, transportation, hoisting, freight, clean-up, scheduling, quality control, and insurance necessary to complete the Scaffolding scope of work for the Project, in accordance with the with the plans, specifications dated as prepared by the Architect.

Subcontractor's performance and materials are to conform to the applicable code for materials, removals, disposal, and installations of the work requirements of the following:

**C. Specifications and Scope of Work.** Specification Sections contained in this scope of work include, but not limited to, the following list of sections and all related sections:

In addition to the foregoing, it is further understood and agreed that this subcontract also includes the furnishing and installation of the below listed items regardless of whether or not they are in the above specification sections(s), or any other specification section, or shown on the plans:

-Furnish all labor, material, and equipment to provide scaffolding on the low roof for access to perform water test to the clerestory windows.

**D. Special Conditions.**

1. Subcontractor shall perform all field engineering for the work of this Subcontract, including, but not limited to all field measurements it deems necessary prior to fabrication or installation of all work; layout, staking and engineering and maintaining all layout, field engineering, including horizontal and vertical control which is required to complete this Scope of Work. The Contractor will provide control points for utilization by this Subcontractor: 2 offsets, the building corners, and an elevation benchmark. Subcontractor shall protect these control points and pay for replacement of damage by Subcontractor's forces. The Subcontractor will provide all other engineering layout and grade as required. Subcontractor shall protect Contractor's control points/lines and will pay for repairs if damaged by Subcontractor's forces. Refer to Project Control Plan.
2. In addition to required Traffic Controls during execution of the subcontracted work package, Subcontractor shall be responsible to notify and permit with the authority having jurisdiction of all roadway disruptions in accordance with city, state, and contract document requirements. Subcontractor shall also be responsible for coordinating these efforts with the Contractor and shall provide the appropriate flag persons, traffic cones, barricades, and signage required for the duration of such installation.
3. Subcontractor warrants that it has reviewed all drawings and specifications associated with the Project, and that this Subcontract includes the cost to coordinate the Subcontractor's scope of work with the provisions set forth in these documents as well as other trades and conditions thereof.
4. Subcontractor shall provide within (7) days of issuance of the Subcontract a complete listing of all submittals and their due dates for Contractor approval. This Subcontractor shall submit all product data, shop drawings and any other submittals required in accordance with the Project Schedule.
5. This Subcontractor shall provide all approved cranes, hoisting, and materials- hoist, rigging, slings, chokers and material handling to complete this work.
6. Each Subcontractor must direct all correspondence to the Contractor for distribution to others. Do not contact the Owner, Architect, or Engineer directly.

7. Each Subcontractor will be required to provide their own core drilling, sleeves or otherwise make own penetrations and seal opening for own work through walls, floors, and ceilings. Subcontractor shall take care to risk damage. Core drilling is allowed only with written permission of the Architect, Engineer or Contractor and then x-ray, and drilling, by a professional concrete cutting or drilling company shall be performed at the sole expense of the Subcontractor.
8. If applicable, include all dust control on the site for work included in this package as required by local authorities and to prevent damage to adjacent properties.
10. Office/Storage trailers will be allowed only at the discretion of the Contractor and may be required to move and/or be relocated during the project duration as directed by the Contractor at the expense of the Subcontractor. Subcontractor shall be responsible for all utilities.
11. All construction traffic must utilize access to the site as indicated on the site logistics plan. All employee parking is the responsibility of the Subcontractor.
12. It is incumbent upon Subcontractor to complete each phase of their work in each work area in a timely manner. Work cannot be left in a state of partial completion. Contractor shall reserve the right to consider Subcontractor work progress at 0% complete for billing purposes in the event installed work is in a state of incompleteness such that subsequent trades cannot begin their work.
13. Subcontractors will only receive access to the electronic files of documents and future updates from the Contractor (plans, specifications, and Addendums). All paper copies of documents required shall be produced by the Subcontractor for their use or their Subcontractor's & Vendors use.
15. This subcontractor shall provide all required back-up, break outs, support, and other documentation as required by the Owner or Contractor
16. Subcontractor is aware of the procedures and tolerances required on this project and will exercise due care to achieve these requirements.
17. Material storage will be coordinated directly with Contractor. No materials are to be offloaded on site or into the building without prior direct coordination with Contractor.
18. The subcontractor shall comply with all provision of Division 1 of the Project specifications as part of the Subcontractor's scope of work.
19. Subcontractor is responsible to call "LA ONE CALL" prior to commencement of any in-ground work.
20. Subcontractor is responsible for any permit fees, design fees, and design review fees required by any state and local jurisdictions for the scope of this contract only.
21. The Subcontractor shall provide shop and field use drawings as required. As-builts drawings must be kept up-to-date as required for Contractor to turn over monthly to the owner.
22. Should the contractor require additional work of the subcontractor, said work will be performed by subcontractor at cost. No work shall commence until it is agreed to by Contractor in writing. Likewise, should the Subcontractor require additional work of the Contractor, said work will be performed by contractor at cost. This arrangement shall not apply to change order work performed for the project Owner.
24. This Subcontractor shall provide daily clean-up of all debris and containers brought to the site, inclusive of trade related materials, packing, excess materials, lunch trash. If trash pickup must be supplemented by GC, it will be done so at a cost not to exceed \$25/hr per man.
25. The Subcontractor shall install all Mock-ups as required by the Contract Documents, Architect and Owners Representatives.

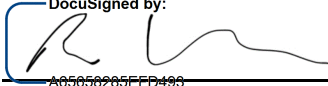
Execution of this Subcontract Agreement indicates Subcontractor's acceptance of the above referenced Terms and Conditions, including those identified as Exhibit A to this Subcontract and incorporated herein by reference.



IN WITNESS WHEREOF, authorized representatives of Contractor and Subcontractor execute this Subcontract to be effective on the date first written above.

**ACCEPTED:**

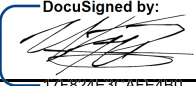
**NFT Group, L.L.C.**

By:  DocuSigned by:  
A05050205EFD493...

Title: Member

Date: 3/16/2023

**CJ. Williams Construction, LLC**

By:  DocuSigned by:  
17F824E3CAFE4B0...

Title: Owner

Date: 5/2/2023



# St. Charles Parish

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

## Legislation Details

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**File #:** 2023-0128    **Version:** 1    **Name:** C. O. No. 1 for St. Charles Parish West Bank Library Hurricane IDA Repairs, (Project No. LR211105)

**Type:** Ordinance    **Status:** Public Hearing

**File created:** 5/22/2023    **In control:** Parish Council

**On agenda:** 6/5/2023    **Final action:**

**Enactment date:**    **Yes**

**Title:** An ordinance approving and authorizing the execution of Change Order No. 1 for St. Charles Parish West Bank Library Hurricane IDA Repairs, (Project No. LR211105), to increase the contract amount by \$41,721.00 and increase the contract time by 76 days.

**Sponsors:** Matthew Jewell, General Government Buildings

**Indexes:**

**Code sections:**

**Attachments:** [2023-0128 Change Order](#)

Date	Ver.	Action By	Action	Result
5/22/2023	1	Parish Council		
5/22/2023	1	Parish President	Introduced	

**SECTION 00806**

**CHANGE ORDER**

No. One (1)

DATE OF ISSUANCE May 2, 2023

EFFECTIVE DATE May 2, 2023

OWNER St. Charles Parish  
CONTRACTOR Dynamic Group, LLC  
Contract: St. Charles Parish West Bank Library Hurricane Ida Repairs  
Project: St. Charles Parish West Bank Library Hurricane Ida Repairs  
OWNER's Contract No. LR211105 ARCHITECT's Contract No. \_\_\_\_\_  
ARCHITECT Murray Architects, Inc.

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

**Description:** *See attached example on how to fill in this information*

1. Delete the Following Work Items:
  - a. Contract Item #: *Relocation of Infrastructure*  
Delete item in its entirety. *(-\$10,000.00)*

Total of Deducted Items = *(-\$10,000.00)*

2. Add the Following Work Items:
  - a. Work Change Directive #1:  
Addition of \$ *13,118.00 (L.S.)*. See attached cost estimate for details.
  - b. Work Change Directive #2:  
Addition of \$ *6,063.00 (L.S.)*. See attached cost estimate for details.
  - c. Work Change Directive #3:  
Addition of \$ *26,203.00 (L.S.)*. See attached cost estimate for details.
  - d. Construction Request for Change # RFC-004  
Addition of \$ *6,337.00 (L.S.)*. See attached cost estimate for details.

Total of Added Work Items = *(+\$51,721.00)*

3. Revise the Following Work Item Quantities: Not Applicable

Total of Change in Work Items Quantity = *(+/- \$0.00)*

**Reason for Change Order:** List a reason for each Line Item listed above. *See attached example on how to fill in this information*

1. Deleted Work Items
  - a. Credit Relocation of Infrastructure
2. Add Work Items
  - a. To add grounds and neutrals to existing circuits; replace panel L. Code required updates to bring existing circuits up to code.
  - b. To furnish and install doors and frames in Locations 15 & 21.
  - c. To furnish and install owner specified Tarkett carpet tile.
  - d. Furnish and install 3cm Quartz countertop in SW corner on 1<sup>st</sup> floor. Countertop installed on aluminum wall brackets to match existing counter in front of Library.

3. Revise Work Item Quantities

**Attachments:** (List documents supporting change)

Work Change Directive No. 1, Work Change Directive No. 2, and Work Change Directive No. 3

CHANGE IN CONTRACT PRICE:
Original Contract Price \$ <u>1,152,002.34</u>
Net Increase (Decrease) from previous Change Orders No. ___ to ___: \$ <u>0.00</u>
Contract Price prior to this Change Order: \$ <u>1,152,002.34</u>
Net increase of this Change Order: \$ <u>41,721.00</u>
Contract Price with all approved Change Orders: \$ <u>1,193,723.34</u>

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: <u>March 26, 2023</u> Ready for final payment: <u>150 Days</u> (days or dates)
Net change from previous Change Orders No. ___ to No. ___: Substantial Completion: <u>March 26, 2023</u> Ready for final payment: <u>150 Days</u> (days)
Contract Times prior to this Change Order: Substantial Completion: <u>March 26, 2023</u> Ready for final payment: <u>150 Days</u> (days or dates)
Net increase this Change Order: Substantial Completion: <u>June 10, 2023</u> Ready for final payment: <u>76 Days</u> (days)
Contract Times with all approved Change Orders: Substantial Completion: <u>June 10, 2023</u> Ready for final payment: <u>226 Days</u> (days or dates)

RECOMMENDED:

APPROVED:

ACCEPTED:

By: [Signature]  
ARCHITECT (Authorized Signature)

By: \_\_\_\_\_  
OWNER (Authorized Signature)

By: [Signature]  
CONTRACTOR (Authorized Signature)

Date: 5/14/2023

Date: \_\_\_\_\_

Date: 5/15/23

**SECTION 00805**

**WORK CHANGE DIRECTIVE**

No. One (1)

DATE OF ISSUANCE January 24, 2023

EFFECTIVE DATE January 24, 2023

OWNER St. Charles Parish  
 CONTRACTOR Dynamic Group, LLC  
 Contract St. Charles Parish West Bank Library Hurricane Ida Repairs  
 Project:  
 OWNER's Contract No. LR211105 ARCHITECT's Contract No. \_\_\_\_\_  
 ARCHITECT Murray Architects, Inc.

Contractor is directed to proceed promptly with the following change(s):

Description: Issue a change directive to add grounds and neutrals to existing circuits; replace panel L. Code required updates to bring existing circuits up to code.

Attachments: (List documents supporting change) Construction Request for Change – RFC 001 Attached.

**Purpose for Work Change Directive:**

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: (check one)

- Non-agreement on pricing of proposed change.
- Necessity to proceed for schedule or other project reasons.

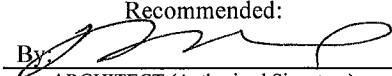

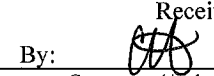
**Estimated Change in Contract Price and Contract Times (non-binding, preliminary):**

Contract Price: \$13,118.00 increase

Contract Time Zero (0) days

**Basis of estimated change in Contract Price:**

- Lump Sum  Unit Price
- Cost of the Work  Other

Recommended:	Limited Authorization By*:	Received:
By: 	By: 	By: 
ARCHITECT (Authorized Signature)	Owner's Representative*	Contractor (Authorized Signature)
Title: <u>Architect</u>	Title: <u>Parish President</u>	Title: <u>President</u>
Date: <u>1/30/2023</u>	Date: <u>2-1-23</u>	Date: <u>1-24-2023</u>

\*Owner's Representative is not authorized to finalize a Change Order nor does the Work Change Directive substitute the Change Order process as more fully set out in the General Conditions of the Construction Contract.

Approved by Funding Agency (if applicable)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Title: \_\_\_\_\_

## Construction Request for Change SUMMARY

St. Charles Parish

Item No.

RFC 001

RFI No. (or COR, CPR, etc.)

RFI 006&007

Project No. LR211105

Date:

1/19/2023

Project Name: West Bank Library - Hurricane Ida Repairs

Contractor Name: Dynamic Group

Description of Work: Add grounds and neutrals to existing circuits  
Replace panel L

General Contractor Direct Costs - Breakdown No. \_\_\_\_\_

(See attached breakdown)

Total General Contractor Cost

(General Contract Direct Cost plus OH&P)

\_\_\_\_\_ %  
(Max: 8%)

Subcontractor Cost Breakdowns

(See attached.)

Subcontractor Name	Breakdown No.	A Total Direct Cost	B OH&P (Max 8%)	C Total A+(A X B)
All Star Electric - Add Grounds and Neutrals	1	\$ 6,282.00	%	\$6,282.00
All Star Electric - Replace Panel L and Feeder	2	\$ 5,643.00	%	\$5,643.00
			%	
			%	
			%	
			%	
			%	
			%	
			%	
			%	

Subcontractor Direct Costs Total \$ 11,925.00

(Sum column A)

Subcontractor Direct Costs + Subcontractor OH&P

(Sum column C)

\$11,925.00

General Contractor OH&P on Subcontractor Direct Cost at

(Sum column A times General Contractor OH&P rate.)

10 %

\$1,193.00

Total Subcontractor Costs

(Subcontractor Direct Costs + OH&P + General Contractor OH&P)

\$13,118.00

Change Order Subtotal

(Sum of Total General Contractor Costs and Total Subcontractor Costs)

\$13,118.00

Performance and Payment Bond at

(Change Order Subtotal times Performance and Payment Bond rate)

\_\_\_\_\_ %

Amount will be  increased  decreased  unchanged by

(Sum of Change Order Subtotal and Performance and Payment Bond)

\$13,118.00

Days will be  increased  decreased  unchanged by

(Attach supporting data such as meteorological reports)



January 17, 2023

Jason Welch  
Dynamic Group LLC  
3045 Westfork Drive  
Baton Rouge, LA, 70816

Project: **St Charles Westbank Library**  
7152

Subject : Our Change Order # 1  
Add Grounds and Neutrals to Existing Ckts

Dear Mr. : Jason Welch

Enclosed is one copy of our cost breakdown sheets covering the electrical work involved for the subject change.

Please forward your approved change order adding \$6,282 to our contract for the above referenced change order.

Please reference the All Star Electric, Inc. change order number listed above when issuing modification for the subject change.

Very Truly Yours,  
**ASE Services, LLC**

Project Manager  
Bert Fos

*enclosure(s)*

**821 Little Farms Ave, Metairie, LA 70003 - (P) 504-466-3303 - (F) 985-618-1208**



# CHANGE ORDER PROPOSAL

821 Little Farms Ave,  
 Metairie, LA 70003  
 TELE (504) 466-3303  
 FAX (985) 618-1208

TO: Jason Welch  
 Dynamic Group LLC  
 3045 Westfork Drive  
 Baton Rouge, LA, 70816

PROJECT: St Charles Westbank Library  
 JOB #: 7152 DATE: 17-Jan-23  
 AEI CO#: 1 RFC#: 1

DESCRIPTION: Add Grounds and Neutrals to Existing Ckts

SHEET NO.	TAXABLE JOB EXPENSES		MATERIAL	LABOR HOURS
1	THHN- CU Ground Wire (Green)		\$1,599.38	55.00
2	THHN_ CU Neutral Wire (White)			
3				
4				
5				
6				
7	EQUIPMENT RENTAL			
ADDITIONAL SUPPORT		HOURS	TOTAL LISTED MATERIAL	\$1,599.38
FOREMAN		0.00	TAX 9.00%	\$143.94
CLEAN UP		1.10	TOTAL MATERIAL COST	\$1,743.32
TOTAL		1.10	LABOR	55.00
			ADDITIONAL SUPPORT	1.10
			LABOR RATE	\$65.41
OTHER EXPENDITURES			TOTAL LABOR	\$ 3,669.50
EXPENDABLES	3%	\$0	SUBCONTRACTOR	\$ -
FREIGHT	1%	\$0	TOTAL MATERIAL	\$1,743.32
SMALL TOOLS	1%	\$0	OTHER EXPENDITURES	\$0.00
WARRANTY	2%	\$0	ESTIMATING	\$50.00
			TOTAL PRIME COST	\$5,462.83
			OVERHEAD 10%	\$546.28
			PROFIT 5%	\$273.14
			SUBTOTAL	\$6,282.25
			BOND 0.0%	\$0.00
TOTAL		\$ -	TOTAL PRICE	\$6,282

Comments: We request a time extension of 0 contract days.

Signature of Approval \_\_\_\_\_ Date \_\_\_\_\_

STATUS  Completed Work  Time Extension Req'd  
 Work on Hold Pending Direction  Work In Progress  NTP Req'd

This proposal is based on the usual elements such as labor, materials, and normal markup and does not include any amount for interference, disruptions, rescheduling, change in the sequence of work, delays and/or associated acceleration. We expressly reserve the right to submit our request for any of these items should we be faced with performing our work under any of these conditions. This change proposal is limited to modifications involving our original scope of work. This cost proposal supercedes all previously submitted cost proposals relating to this same work. This quote is valid for 30 calendar days from the submission date and void thereafter. Work which may be required to complete this change order which the work of other trades and/or not specifically itemized herein is not a part of this change proposal. As Contractors, we reserve the right to correct our quote for errors or omissions.



Job ID: ST CHARLES LIBRAY (ADDED GROUNDS)  
 Project: St Charles Library (Added Grounds)



**Summary**

Vendor: Labor Level: 16 Jan 2023 16:19:06

Item #	Size	Description	Q/M	Quantity	U/M	Mat Unit	Mat Result	Lab Unit	Lab Result	Quo Unit	Quo Result
70032	12	THHN/THWN CU (STR) Neutral wire	M	2,086.00	FT	0.2179	454.46	0.0075	15.64	0.0000	0.00
70105	12	GREEN THHN CU (GRD 20A)	M	5,255.00	FT	0.2179	1,144.91	0.0075	39.41	0.0000	0.00
Phase/Group totals:							<b>1,599.38</b>		<b>55.06</b>		<b>0.00</b>
Job totals:							<b>1,599.38</b>		<b>55.06</b>		<b>0.00</b>

Grand Material, Quote, Equipment, and Subcontract Total: 1,599.38

All Star Electric, Inc

1208 Bert Street  
 LaPlace, LA 70068

Phone: 985-618-1200  
 Web: www.allstar-electric.com



12080 Bert Street  
 LaPlace, LA 70068  
 P (985)618-1200  
 F (985)618-1208

**INFORMATION REQUEST**  
 FOR

**St Charles Westbank Library**

DWG LOCATION: E2.0/E3.0/E4.0

SPEC PAGE:

RFI #: 7

Michael Tabb  
 Murray Architects

SUBJECT:

**Panel L- Branch circuits for power & lighting**

COST EFFECT:

TBD

ISSUED BY: Bert Fos

DATE: 11/29/22

WRITTEN DESCRIPTION OF PROBLEM - ATTACH SKETCHES AS REQUIRED:

**Existing branch circuits shown to be used for power and lighting from panel L DO NOT HAVE ANY GROUNDS as required as well as multiple shared neutrals and doubled up breakers.**

PROPOSED SOLUTION:

Use existing neutrals to pull in a new neutral and added ground to all existing branch circuits from proposed new L Panel. Install doubled up circuits on their own breaker.

APPROVED ANSWER:

We offer the following:

1. At the time the building was constructed shared neutrals were approved by the NEC. Please provide a breakout price for replacement of the neutral conductors if the AHJ requires them.
2. The building was more than likely constructed with the conduits serving as the grounding system. Due to the nature of damages and demolition, we agree that new ground wiring will need to be provided to remedy the existing condition.
3. RFI-006 addresses the new panel with sufficient breakers so that there are no "doubled up circuits". We agree that the existing wiring will need to be connected to the new breakers.

Jason Crumb, Crumb Engineering

You are notified that this problem constitutes a suspension to this scope of work. All Star Electric reserves the right to request an equitable adjustment if the requested information is not promptly supplied or has an adverse effect on this or other scopes of work. Please reply within ten days.



January 18, 2023

Jason Welch  
Dynamic Group LLC  
3045 Westfork Drive  
Baton Rouge, LA, 70816

Project: **St Charles Westbank Library**  
7152

Subject : Our Change Order # 2  
Replace Panel L and Feeder

Dear Mr. : Jason Welch

Enclosed is one copy of our cost breakdown sheets covering the electrical work involved for the subject change.

Please forward your approved change order adding \$5,643 to our contract for the above referenced change order.

Please reference the All Star Electric, Inc. change order number listed above when issuing modification for the subject change.

Very Truly Yours,  
*ASE Services, LLC*

Project Manager  
Bert Fos

*enclosure(s)*

**821 Little Farms Ave, Metairie, LA 70003 - (P) 504-466-3303 - (F) 985-618-1208**



# CHANGE ORDER PROPOSAL

821 Little Farms Ave,  
 Metairie, LA 70003  
 TELE (504) 466-3303  
 FAX (985) 618-1208

TO: Jason Welch  
 Dynamic Group LLC  
 3045 Westfork Drive  
 Baton Rouge, LA, 70816

PROJECT: St Charles Westbank Library  
 JOB #: 7152 DATE: 18-Jan-23  
 AEI CO#: 2 RFC#: 2

DESCRIPTION: Replace Panel L and Feeder

SHEET NO.	TAXABLE JOB EXPENSES		MATERIAL	LABOR HOURS
1	Misc Material		\$503.00	29.00
2	Panel L Quote		\$2,057.84	
3				
4				
5				
6				
7	EQUIPMENT RENTAL			
ADDITIONAL SUPPORT		HOURS	TOTAL LISTED MATERIAL	
FOREMAN		2.00	\$2,560.84	
CLEAN UP		0.58	TAX 9.00% \$230.48	
TOTAL		2.58	TOTAL MATERIAL COST \$2,791.32	
			LABOR	29.00
			ADDITIONAL SUPPORT	2.58
			LABOR RATE	\$65.41
OTHER EXPENDITURES			TOTAL LABOR	\$ 2,065.65
EXPENDABLES	3%	\$0	SUBCONTRACTOR	\$ -
FREIGHT	1%	\$0	TOTAL MATERIAL	\$2,791.32
SMALL TOOLS	1%	\$0	OTHER EXPENDITURES	\$0.00
WARRANTY	2%	\$0	ESTIMATING	\$50.00
			TOTAL PRIME COST	\$4,906.96
			OVERHEAD 10%	\$490.70
			PROFIT 5%	\$245.35
			SUBTOTAL	\$5,643.01
			BOND 0.0%	\$0.00
TOTAL		\$ -	TOTAL PRICE	\$5,643

Comments: We request a time extension of 0 contract days.

Signature of Approval \_\_\_\_\_ Date \_\_\_\_\_

STATUS  Completed Work  Time Extension Req'd  
 Work on Hold Pending Direction  Work in Progress  NTP Req'd

This proposal is based on the usual elements such as labor, materials, and normal markup and does not include any amount for interference, disruptions, rescheduling, change in the sequence of work, delays and/or associated acceleration. We expressly reserve the right to submit our request for any of these items should we be faced with performing our work under any of these conditions. This change proposal is limited to modifications involving our original scope of work. This cost proposal supercedes all previously submitted cost proposals relating to this same work. This quote is valid for 30 calendar days from the submission date and void thereafter. Work which may be required to complete this change order which the work of other trades and/or not specifically itemized herein is not a part of this change proposal. As Contractors, we reserve the right to correct our quote for errors or omissions.

Job ID: ST CHARLES LIBRARY REPLACE L PANEL  
 Project: St Charles Library Replace L Panel



Summary

Vendor: Labor Level: 17 Jan 2023 14:58:58

Item #	Size	Description	Q/M	Quantity	U/M	Mat Unit	Mat Result	Lab Unit	Lab Result	Quo Unit	Quo Result
1		DEMO EXISTING L PANEL	M	1.00	EA	0.0000	0.00	5.0000	5.00	0.0000	0.00
40178	2 1/2	GROUNDING BUSHING INSULATED	M	2.00	EA	16.0034	32.01	0.8750	1.75	0.0000	0.00
50018	2 1/2	FLEXIBLE ALUM CONDUIT	M	10.00	FT	5.9200	59.20	0.3120	3.12	0.0000	0.00
50038	2 1/2	FLEX CONDUIT STRAIGHT CONNECTOR	M	2.00	EA	31.2402	62.48	0.5000	1.00	0.0000	0.00
70044	250	THHN/THWN CU (STR)	M	48.00	FT	6.3217	332.24	0.0400	1.92	0.0000	0.00
70109	4	GREEN THHN CU (GRD 300A)	M	12.00	FT	1.4241	17.09	0.0172	0.21	0.0000	0.00
100150	12	WIRE TERMINATION	M	42.00	EA	0.0000	0.00	0.2000	8.40	0.0000	0.00
100162	250	WIRE TERMINATION	M	4.00	EA	0.0000	0.00	0.6800	2.72	0.0000	0.00
170098	225A MCB 3PHW	LOAD CTR W/O BKRS	M	1.00	EA	0.0000	0.00	4.8000	4.80	0.0000	0.00
<b>Phase/Group totals:</b>						<b>503.02</b>		<b>28.92</b>		<b>0.00</b>	
<b>Job totals:</b>						<b>503.02</b>		<b>28.92</b>		<b>0.00</b>	

Grand Material, Quote, Equipment, and Subcontract Total: 503.02

All Star Electric, Inc

1208 Bert Street  
 LaPlace, LA 70068

Phone: 985-618-1200

Web: www.allstar-electric.com



Kenny Romero  
Crawford Electric Supply  
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NEW ORLEANS, LA 70123-4214  
kromero@crawfordelectricsupply.com  
January 17, 2023  
Quote No.: U54-00014046  
Doc Rev. 0  
Quote Name:  
Quote Version: Original Version

Dear Valued Customer,

Thank you for your inquiry for WB Library. We are pleased to respond with our proposal based on the requirements of your inquiry. Please contact us with any questions. We look forward to working with you on this opportunity.

Best Regards,

Kenny Romero  
Crawford Electric Supply

## Notes

Project Level

PROPRIETARY AND CONFIDENTIAL INFORMATION

This document contains confidential and proprietary information. Upon receipt of this document, the receiver agrees to not to reveal its content, except to those people inside of their own organization to who concerned to do the evaluation of this proposal. No copies of this document should be made without permission. This document shall be returned upon its written request.

# Summarized Bill of Material(s)

Quantity	Description	Item(s)	Mark(s)
1	Panelboard	1	L

## Total Net Price

The total net price for the item(s) defined in this quotation is:  
**\$2,057.84 USD**

## Summary of Proposal

### Estimated Lead Time

The Estimated Lead-Times contained in this proposal are for estimating purposes only. These lead-times reflect the estimated time to manufacture our products from the order release date until the factory shipment date. Our lead-times are shown in terms of working days, which do not include weekends, factory holidays, nor factory shutdowns. Our published lead-times do not include approval drawing cycle, factory witness testing, or jobsite transit time. The actual lead-times are subject to change at any time and depend on factory loading, scheduled plant shutdowns, and job size. Please contact your ABB sales representative if firm lead-times are needed and they can work on your behalf to obtain pre-negotiated engineering/manufacturing slots as necessary.

<b>Item No.</b>	<b>Product Description</b>	<b>Mark(s)</b>	<b>Estimated Lead Time (Days)</b>	<b>Quantity</b>
1	Panelboard, ReliaGear RQ	L	10	1



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**Bill of Material(s)**

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<b>Item No.</b>	<b>Quantity</b>	<b>Description</b>
<b>1</b>	<b>1</b>	<b>Panelboard, ReliaGear RQ</b> <b>Marks: L</b>  1 Section(s), Nema 1 Enclosure 250 Amps, 3 Phase 4 Wire 208Y/120V, 50/60 Hz Minimum Interrupt Rating: 10kA Fully Rated Incoming Feed: Bottom Surface Mounted 60 Circuits UL67 / CSA C22.2 No. 29 Certified cULus Certified Height: 64.5 Inches; Width: 20 Inches; Depth: 5.75 Inches 1 250 Amps Main Breaker XT4N250 1 TMF 1-lug/phase 1-cable/lug 3/0 -350 kcmil <b>Main Option Details</b> 1 Aluminum Bus Heat Rated 5 Ground-Box bonded TGL2 1 Ground main lug TGL20 1 100% Rated Neutral 1 NEMA 1 Enclosure <b>Feeders</b> 1 Breaker Device 30 Amps 2 Poles THQB 58 Breaker Device 20 Amps 1 Poles THQB <b>Modifications</b> 1 Power Distribution Panel 1 Interior: AQF3602JB 1 Box: AB64B 1 Front: AF64S



# TERMS AND CONDITIONS

## *Policies and Conditions of Sale*

1. This proposal is offered subject to a duly executed Master Supply Agreement (MSA) between ABB and Customer, as applicable. If no duly executed MSA exists, ABB Inc. General Terms and Conditions of Sale apply. In the event of any conflict between (i) a duly executed MSA between the Parties or (ii) ABB General Terms and Conditions of Sale and these TERMS AND CONDITIONS, (i) a duly executed MSA between the Parties or (ii) ABB General Terms and Conditions of Sale shall prevail, in that order.
2. The buyer (distributor or direct served customer, as applicable) warrants that there are no governmental contracting provisions, regulations, flow-downs, or requirements that apply to this transaction (including without limitation any Federal Acquisition Regulations), other than such terms that have been disclosed to Seller and agreed to by Seller in writing prior to Seller agreeing to this transaction. The buyer assumes responsibility for all costs associated with compliance of terms not disclosed to Seller and agreed to by Seller in writing.
3. This quotation expires in 30 calendar days unless terminated sooner by notice.
4. Orders not requiring engineered drawings for approval must be released for manufacture within 90 days of PO receipt. If engineered drawings are required, they must be returned and approved for release within 60 days of mailing. If not, and/or shipment is delayed for any reason the price will increase by 1.5% for each partial/full month that shipment release is delayed after the 90-day period. If project is delayed 6 months or more after PO receipt, project will be repriced based off current market values.
5. For MV Transformers (including Padmount, Substation, & Power transformers), refer to the factory proposal for applicable terms and conditions including, but not limited to: quote validity, price validity, escalation, warranty, cancellation, estimated delivery, and freight terms.

## *Payment Terms*

1. Net 30 days or per Master Services Agreement with customer
2. For projects up to \$500,000 net, terms of payment are 100% upon invoicing.
3. If project value exceeds \$500,000 net, progress payments are required payable at the following milestones. These milestones will be applied at a line item level and will be tailored to the project schedule.
  - 20% upon delivery of drawings
  - 30% upon release of equipment
  - 50% upon shipment

## *Warranty*

1. The warranty for Products shall expire one (1) year from first use or eighteen (18) months from shipment, whichever occurs first, except that software is warranted for ninety (90) days from delivery. The warranty for Services shall expire one (1) year after performance of the Service, except that software related Services are warranted for ninety (90) days.
2. Additional 12 months available for 2% adder, 24 months for 4% adder. Engage ABB representative if longer durations are needed.

## *Order Cancellation - Schedule of Charges*

1. 10% - Order received and entered on factory, work not started, material not ordered.
2. 30% - Drawings for approval submitted.
3. 50% - Revisions to approval drawings submitted.
4. 80% - Approved drawings returned. Job released for manufacture and shipment.
5. 100% - Production started.

## *Delivery and Transportation*

1. CPT/FCA ABB's facility, place of manufacture or warehouse (Incoterms 2020). Title passes upon shipment.
2. ABB will assume the risk of loss or damage to the destination for a 2% adder (but not less than \$500 net) applied to the total price of the equipment. "Destination" is defined as ABB's common carrier's delivery point nearest first destination or point of export within the continental U.S.
3. Unless otherwise noted in this quotation, normal transportation and handling is allowed on orders of \$1500 net or more to common carrier point nearest destination within the Contiguous US (excluding Alaska and Hawaii).
4. Shipment via Air or Open Top/Flatbed/Lift gate truck not included unless specifically listed herein.
5. Special Instruction - The Receiving Associate is required to sign, date and note specific visible or concealed damage on Bill of Lading at time of delivery. Freight Company Associate is required to witness Receiver's signature, date and damage claim annotations. ABB's Post Sales Service Department must be provided with copy of annotated BOL within five (5) days of delivery or Shipper's responsibility ends.

## *Other Notes*

1. Standard factory test procedures will be performed. Customer inspections, customer witness tests, and any other non-standard test procedures are not included unless specifically noted herein.
2. The accompanying Bill of Material is our interpretation of what is required to meet the intent of the listed Drawings and Specifications. Please review thoroughly for accuracy and completeness and advise immediately if any revisions are required. This proposal is limited to the attached Bill of Material only.
3. The Parties are aware of the shortage of raw materials, electronic components worldwide which is likely to last for the foreseeable future, as well as, of market fluctuations in the availability and cost of other raw materials, commodities, other critical components, and transportation capacities. Notwithstanding anything to the contrary in the contract terms and conditions / purchase order, if after the date of ABB's proposal / offer or during the term of the performance of the contract / purchase order there are any changes to availability and / or market conditions for electronic components, raw materials, commodities, and transportation capabilities directly or indirectly affecting ABB's performance, ABB shall be entitled to relief in the schedule of the performance or delivery of the directly or indirectly affected scope of work under the contract / purchase order. In such circumstances, the Parties shall meet without delay and discuss in good faith to find a mutually agreeable solution, with equitable adjustment to the contract / purchase order date of delivery or completion. Customer hereby acknowledges and agrees that in said circumstances ABB may not be able to comply with the originally agreed delivery or completion schedule and that ABB shall not be liable for any liquidated or actual damages in connection thereto.

**Schedule 1: ABB Inc. General Terms and Conditions of Sale**

1. **General**  
 The terms and conditions contained herein, together with any additional or different terms contained in ABB's proposal, quotation and/or invoice ("Proposal"), if any, submitted to Purchaser (which Proposal, Policies, Addendum(s), if any, submitted to Purchaser shall control over any conflicting terms), constitute the entire agreement (the "Agreement") between the parties with respect to the purchase order and supersede all prior communications and agreements regarding the purchase order. Acceptance by ABB of the purchase order, or Purchaser's acceptance of ABB's Proposal, is expressly limited to and conditioned upon Purchaser's acceptance of these terms and conditions, payment for or acceptance of any performance by ABB being acceptance. These terms and conditions may not be changed or superseded by any different or additional terms and conditions proposed by Purchaser to which terms ABB hereby objects. Unless the context otherwise requires, the term "Equipment" as used herein means all of the equipment, parts, accessories sold, and all software and software documentation, if any, licensed to Purchaser by ABB ("Software") under the purchase order. Unless the context otherwise requires, the term "Services" as used herein means all labor, supervisory, technical and engineering, installation, repair, consulting or other services provided by ABB under the purchase order. As used herein, the term "Purchaser" shall also include the initial end user of the Equipment and/or services; provided, however, that Article 14(a) shall apply exclusively to the initial end user.
2. **Prices**  
 (a) Unless otherwise specified in writing, all Proposals expire thirty (30) days from the date thereof and may be modified or withdrawn by ABB before receipt of Purchaser's conforming acceptance. All quoted prices are subject to revision at any time in the event of any increase in raw material, energy costs or governmental actions such as tariffs.  
 (b) Unless otherwise stated herein, Services prices are based on normal business hours/8 a.m. to 5 p.m. Monday through Friday. Overtime and Saturday hours will be billed at one and one-half (1 1/2) times the hourly rate; and Sunday hours will be billed at two (2) times the hourly rate; holiday hours will be billed at three (3) times the hourly rate. If a Services rate sheet is attached hereto, the applicable Services rates shall be those set forth in the rate sheet. Rates are subject to change without notice.  
 (c) The price does not include any federal, state or local property, license, privilege, sales, use, excise, gross receipts, or other like taxes which may now or hereafter be applicable. Purchaser agrees to pay or reimburse any such taxes which ABB or its suppliers are required to pay or collect. If Purchaser is exempt from the payment of any tax or holds a direct payment permit, Purchaser shall, upon purchase order placement, provide ABB a copy, acceptable to the relevant governmental authorities of any such certificate or permit.  
 (d) The price includes customs duties and other importation or exportation fees, if any, at the rates in effect on the date of ABB's Proposal. Any change after that date in such duties, fees, or rates, shall increase the price by ABB's additional cost.
3. **Payment**  
 (a) Unless specified to the contrary in writing by ABB, payment terms are net cash, payable without offset, in United States Dollars, 30 days from date of invoice by wire transfer to the account designated by ABB in the Proposal. ABB is not required to commence or continue its performance unless and until invoiced payments have been received in a timely fashion. For each day of delay in receiving required payments, ABB shall be entitled to a matching extension of the schedule.  
 (b) If in the judgment of ABB the financial condition of Purchaser at any time prior to delivery does not justify the terms of payment specified, ABB may require payment in advance, payment security satisfactory to ABB and suspend its performance until said advance payment or payment security is received or may terminate the purchase order, whereupon ABB shall be entitled to receive reasonable cancellation charges. If delivery is delayed by Purchaser, payment shall be due on the date ABB is prepared to make delivery. Delays in delivery or nonconformities in any installments delivered shall not relieve Purchaser of its obligation to accept and pay for remaining installments.  
 (c) Purchaser shall pay, in addition to the overdue payment, a late charge equal to the lesser of 1/2% per month or any part thereof or the highest applicable rate allowed by law on all such overdue amounts plus ABB's attorneys' fees and court costs incurred in connection with collection. If Purchaser fails to make payment of any amounts due under any purchase order and fails to cure such default within ten (10) days after receiving written notice specifying such default, then ABB may by written notice, at its option, suspend its performance under the purchase order until such time as the full balance is paid or terminate the purchase order, as of a date specified in such notice. In the event of suspension, cancellation or termination hereunder, ABB will be entitled to recover all costs for work performed to date, costs associated with suspension, cancellation or termination of the work and all other costs recoverable at law.
4. **Changes**  
 (a) Any changes requested by Purchaser affecting the ordered scope of work must first be reviewed by ABB and any resulting adjustments to affected provisions, including price, schedule, and guarantees mutually agreed in writing prior to implementation of the change.  
 (b) ABB may, at its expense, make such changes in the Equipment or Services as it deems necessary, in its sole discretion, to conform the Equipment or Services to the applicable specifications. If Purchaser objects to any such changes, ABB shall be relieved of its obligation to conform to the applicable specifications to the extent that conformance may be affected by such objection.
5. **Delivery**  
 (a) All Equipment manufactured, assembled, or warehoused in the continental United States is delivered FCA ABB point of shipment, Incoterms® 2020 unless otherwise mutually agreed in writing. Equipment shipped outside the continental United States is delivered FCA Incoterms® 2020 United States port of export unless otherwise mutually agreed in writing. Purchaser shall be responsible for any and all demurrage or detention charges.  
 (b) If the scheduled delivery of Equipment is delayed by Purchaser or by Force Majeure, ABB may move the Equipment to storage for the account of and at the risk of Purchaser whereupon it shall be deemed to be delivered.
- (c) Shipping and delivery dates are contingent upon Purchaser's timely approvals and delivery by Purchaser of any documentation required for ABB's performance hereunder.  
 (d) Claims for shortages or other errors in delivery must be made in writing to ABB within ten days of delivery. Equipment may not be returned except with the prior written consent of and subject to terms specified by ABB. Claims for damage after delivery shall be made directly by Purchaser with the common carrier.
6. **Title & Risk of Loss**  
 Except with respect to Software (for which title shall not pass, use being licensed) title to Equipment shall transfer to Purchaser upon delivery according to the applicable freight term. Notwithstanding any agreement with respect to delivery terms or payment of transportation charges, risk of loss or damage with respect to the sale of Equipment shall pass from ABB to Purchaser at delivery as defined in this Agreement. With respect to a purchase order that obligates ABB to complete the installation of purchased Equipment, risk of loss for the Equipment shall pass from ABB to Purchaser at the earlier of the time Purchaser puts the installation to its specified purpose or until the completion of the installation pursuant to this Agreement.
7. **Inspection, Testing and Acceptance.**  
 (a) Any inspection by Purchaser of Equipment on ABB's premises shall be scheduled in advance to be performed during normal working hours and subject to rules and regulations in place at the ABB premises.  
 (b) If the purchase order provides for factory acceptance testing, ABB shall notify Purchaser when ABB will conduct such testing prior to shipment. Unless Purchaser states specific objections in writing within ten (10) days after completion of factory acceptance testing, completion of the acceptance test constitutes Purchaser's factory acceptance of the Equipment and its authorization for shipment.  
 (c) If the purchase order provides for site acceptance testing, testing will be performed by ABB personnel to verify that the Equipment has arrived at site complete, without physical damage, and in good operating condition. Completion of site acceptance testing constitutes full and final acceptance of the Equipment. If, through no fault of ABB, acceptance testing is not completed within thirty (30) days after arrival of the Equipment at the site, the site acceptance test shall be deemed completed and the Equipment shall be deemed accepted.
8. **Warranties and Remedies.**  
 (a) **Equipment and Services Warranty.** ABB warrants that Equipment (excluding Software, which is warranted as specified in paragraph (d) below) shall be delivered free of defects in material and workmanship and that Services shall be free of defects in workmanship. The Warranty Remedy Period for Equipment (excluding Software and Spare Parts) shall end twelve (12) months after installation or eighteen (18) months after date of shipment, whichever first occurs. The Warranty Remedy Period for new spare parts shall end twelve (12) months after date of shipment. If the purchase order includes the sale of refurbished or repaired parts, the Warranty Remedy Period for such parts shall end ninety (90) days after date of shipment. The Warranty Remedy Period for Services shall end ninety (90) days after the date of completion of Services.  
 (b) **Equipment and Services Remedy.** If a nonconformity to the foregoing warranty is discovered in the Equipment or Services during the applicable Warranty Remedy Period, as specified above, under normal and proper use and provided the Equipment has been properly stored, installed, operated and maintained and written notice of such nonconformity is provided to ABB promptly after such discovery and within the applicable Warranty Remedy Period, ABB shall, at its option, either (i) repair or replace the nonconforming portion of the Equipment or re-perform the nonconforming Services or (ii) refund the portion of the price applicable to the nonconforming portion of Equipment or Services. If any portion of the Equipment or Services so repaired, replaced or re-performed fails to conform to the foregoing warranty, and written notice of such nonconformity is provided to ABB promptly after discovery and within the original Warranty Remedy Period applicable to such Equipment or Services or 30 days from completion of such repair, replacement or re-performance, whichever is later, ABB will repair or replace such nonconforming Equipment or re-perform the nonconforming Services. The original Warranty Remedy Period shall not otherwise be extended.  
 (c) **Exceptions.** ABB shall not be responsible for providing temporary power, removal, installation, reimbursement for labor costs or working access to the nonconforming Equipment, including disassembly and re-assembly of non-ABB supplied equipment, or for providing transportation to or from any repair facility, or for any other expenses incurred in connection with the repair or replacement, all of which shall be at Purchaser's risk and expense. ABB shall have no obligation hereunder with respect to any Equipment which (i) has been improperly repaired or altered; (ii) has been subjected to misuse, negligence or accident; (iii) has been used in a manner contrary to ABB's instructions; (iv) is comprised of materials provided by or a design specified by Purchaser; or (v) has failed as a result of ordinary wear and tear. Equipment supplied by ABB but manufactured by others is warranted only to the extent of the manufacturer's warranty, and only the remedies, if any, provided by the manufacturer will be allowed.  
 (d) **Software Warranty and Remedies.** ABB warrants that, except as specified below, the Software will, when properly installed, execute in accordance with ABB's published specification. If a nonconformity to the foregoing warranty is discovered during the period ending one (1) year after the date of shipment and written notice of such nonconformity is provided to ABB promptly after such discovery and within that period, including a description of the nonconformity and complete information about the manner of its discovery, ABB shall correct the nonconformity by, at its option, either (i) modifying or making available to the Purchaser instructions for modifying the Software; or (ii) making available at ABB's facility necessary corrected or replacement programs. ABB shall have no obligation with respect to any nonconformities resulting from (i) unauthorized modification of the Software or (ii) Purchaser-supplied software or interfacing. ABB does not warrant that the functions contained in the software will operate in combinations which may be selected for use by the Purchaser, or that the software products are free from errors in the nature of what is commonly categorized by the computer industry as "bugs".  
 (e) THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF QUALITY AND PERFORMANCE, WHETHER WRITTEN, ORAL OR IMPLIED, AND ALL OTHER WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USAGE OF TRADE ARE HEREBY DISCLAIMED. THE REMEDIES STATED

HEREIN CONSTITUTE PURCHASER'S EXCLUSIVE REMEDIES AND ABB'S ENTIRE LIABILITY FOR ANY BREACH OF WARRANTY.

**9. Intellectual Property Infringement.**  
(a) ABB shall defend at its own expense any action brought against Purchaser alleging that the Equipment or the use of the Equipment to practice any process for which such Equipment is specified by ABB (a "Process") directly infringes a patent in effect in the United States, an European Union member state or the country of the Site (provided there is a corresponding patent issued by the U.S., UK or an EU member state), or any copyright or trademark registered in the country of the Site and to pay all damages and costs finally awarded in any such action, provided that Purchaser has given ABB prompt written notice of such action, all necessary assistance in the defense thereof and the right to control all aspects of the defense thereof including the right to settle or otherwise terminate such action in behalf of Purchaser.  
(b) ABB shall have no obligation hereunder and this provision shall not apply to: (i) any other equipment or processes, including Equipment or Processes which have been modified or combined with other equipment or process not supplied by ABB; (ii) any Equipment or Process supplied according to a design, other than an ABB design, required by Purchaser; (iii) any products manufactured by the Equipment or Process; (iv) any use of the Equipment or Process contrary to ABB instructions; (v) any patent issued after the date hereof; or (vi) any action settled or otherwise terminated without the prior written consent of ABB.  
(c) If, in any such action, the Equipment is held to constitute an infringement, or the practice of any Process using the Equipment is finally enjoined, ABB shall, at its option and its own expense, procure for Purchaser the right to continue using said Equipment, or modify or replace it with non-infringing equipment or, with Purchaser's assistance, modify the Process so that it becomes non-infringing; or remove it and refund the portion of the price allocable to the infringing Equipment. THE FOREGOING PARAGRAPHS STATE THE EXCLUSIVE LIABILITY OF ABB AND EQUIPMENT MANUFACTURER FOR ANY INTELLECTUAL PROPERTY INFRINGEMENT.  
(d) To the extent that said Equipment or any part thereof is modified by Purchaser, or combined by Purchaser with equipment or processes not furnished hereunder (except to the extent that ABB is a contributory infringer) or said Equipment or any part thereof is used by Purchaser to perform a process not furnished hereunder by ABB or to produce an article, and by reason of said modification, combination, performance or production, an action is brought against ABB, Purchaser shall defend and indemnify ABB in the same manner and to the same extent that ABB would be obligated to indemnify Purchaser under this "Intellectual Property Indemnification" provision.

**10. Waiver of Consequential Damages.**  
In no event shall ABB, its suppliers or subcontractors be liable for special, indirect, incidental or consequential damages, whether in contract, warranty, tort, negligence, strict liability or otherwise, including, but not limited to, loss of profits or revenue, loss of data, loss of use, loss of use of any of the Equipment or any associated equipment, cost of capital, cost of substitute equipment, facilities or services, downtime costs, delays, and claims of customers of the Purchaser or other third parties for any damages

**11. Limitation of Liability.**  
a) ABB's aggregate liability for all claims whether in contract, warranty, tort, negligence, strict liability, or otherwise for any loss or damage arising out of, connected with, or resulting from this Agreement or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, operation or use of any equipment covered by or furnished under this Agreement, or from any services rendered in connection therewith, shall in no case (except as provided in the section entitled "Intellectual Property Indemnification") exceed the purchase order price.  
(b) All causes of action against ABB arising out of or relating to this Agreement or the performance or breach hereof shall expire unless brought within one year of the time of accrual thereof.  
(c) In no event, regardless of cause, shall ABB be liable for penalties or penalty clauses of any description or for indemnification of Purchaser or others for costs, damages, or expenses arising out of or related to the Equipment and/Services.

**12. Laws and Regulations.**  
ABB does not assume any responsibility for compliance with federal, state or local laws and regulations, except as expressly set forth herein, and compliance with any laws and regulations relating to the operation or use of the Equipment or Software is the sole responsibility of the Purchaser. All laws and regulations referenced herein shall be those in effect as of the Proposal date. In the event of any subsequent revisions or changes thereto, ABB assumes no responsibility for compliance therewith. If Purchaser desires a modification as a result of any such change or revision, it shall be treated as a change per Article 4. Nothing contained herein shall be construed as imposing responsibility or liability upon ABB for obtaining any permits, licenses or approvals from any agency required in connection with the supply, erection or operation of the Equipment. This Agreement shall in all respects be governed by, and construed, interpreted and enforced in accordance with the laws of the State of New York, USA, excluding its conflicts of laws rules and the provisions of the United Nations Convention on Contracts for the International Sale of Goods, and both parties hereby agree that any litigation concerning, arising out of, or related to this Agreement, whether claims are based on contract, tort, equity or otherwise, shall be conducted only in the state or federal courts functioning in the State of New York, Manhattan County and waive the defense of an inconvenient forum in respect to any such litigation. If any provision hereof, partly or completely, shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision or portion hereof and these terms shall be construed as if such invalid or unenforceable provision or portion thereof had never existed.

**13. OSHA**  
ABB warrants that the Equipment will comply with the relevant standards of the Occupational Safety and Health Act of 1970 ("OSHA") and the regulations promulgated thereunder as of the date of the Proposal. Upon prompt written notice from the Purchaser of a breach of this warranty, ABB will replace the affected part or modify it so that it conforms to such standard or regulation. ABB's obligation shall be limited to such replacement or modification. In no event shall ABB be responsible for liability arising out of the violation of any OSHA standards relating to or caused by Purchaser's design, location, operation, or maintenance of the Equipment, its use in association with other equipment of Purchaser, or the alteration of the Equipment by any party other than ABB.

**14. Software License.**

(a) ABB owns all rights in or has the right to sublicense all of the Software, if any, to be delivered to Purchaser under this Agreement. As part of the sale made hereunder Purchaser hereby obtains a limited license to use the Software, subject to the following: (i) the Software may be used only in conjunction with equipment specified by ABB; (ii) the Software shall be kept strictly confidential; (iii) the Software shall not be copied, reverse engineered, or modified; (iv) the Purchaser's right to use the Software shall terminate immediately when the specified equipment is no longer used by the Purchaser or when otherwise terminated, e.g. for breach, hereunder; and (v) the rights to use the Software are non-exclusive and non-transferable, except with ABB's prior written consent.  
(b) Nothing in this Agreement shall be deemed to convey to Purchaser any title to or ownership in the Software or the intellectual property contained therein in whole or in part, nor to designate the Software a "work made for hire" under the Copyright Act, nor to confer upon any person who is not a named party to this Agreement any right or remedy under or by reason of this Agreement. In the event of termination of this License, Purchaser shall immediately cease using the Software and, without retaining any copies, notes or excerpts thereof, return to ABB the Software and all copies thereof and shall remove all machine-readable Software from all of Purchaser's storage media.

**15. Intellectual Property, Inventions and Information.**  
(a) "Intellectual Property Rights" means all current and future rights in copyrights, trade secrets, trademarks, mask works, patents, design rights, trade dress, and any other intellectual property rights that may exist anywhere in the world, including, in each case whether unregistered, registered or comprising an application for registration, and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of the foregoing. "Technology" means all inventions, discoveries, marks, and works of authorship fixed in the medium of expression, and materials pertaining to any of the preceding, whether or not patentable, copyrightable or subject to other forms of protection.  
(b) ABB shall maintain all right, title and interest in any Technology and Intellectual Property Rights that ABB owned, created, conceived or discovered prior to entering into this Agreement, or owns, creates or discovers separately from the activities contemplated by this Agreement. Unless otherwise agreed in writing by ABB and Purchaser, ABB shall have all right, title and interest in any Technology and Intellectual Property Rights that ABB creates, conceives or discovers in furtherance of this Agreement, and ABB shall have all right, title and interest in any Technology and Intellectual Property Rights embodied in the Equipment and Services. Any design, manufacturing drawings or other information submitted to the Purchaser remains the exclusive property of ABB. Purchaser shall not, without ABB's prior written consent, copy or disclose such information to a third party, unless required by a public information request from a governmental body. Such information shall be used solely for the operation or maintenance of the Equipment and not for any other purpose, including the duplication thereof in whole or in part

**16. Force Majeure.**  
ABB shall neither be liable for loss, damage, detention or delay nor be deemed to be in default for failure to perform when prevented from doing so by causes beyond its reasonable control including but not limited to acts of war (declared or undeclared), delays attributable to outbreaks, epidemics and pandemics, Acts of God, fire, strike, labor difficulties, acts or omissions of any governmental authority or of Purchaser, compliance with government regulations, insurance or riot, embargo, delays or shortages in transportation or inability to obtain necessary labor, materials, or manufacturing facilities from usual sources or from defects or delays in the performance of its suppliers or subcontractors due to any of the foregoing enumerated causes. In the event of delay due to any such cause, the date of delivery will be extended by period equal to the delay plus a reasonable time to resume production, and the price will be adjusted to compensate ABB for such delay.

**17. Cancellation**  
Special order, custom designed, and made-to-order Equipment are non-cancelable and non-returnable. Any other purchase order may be cancelled by Purchaser only upon prior written notice and payment of termination charges as set forth in the cancellation schedule included in the Proposal or payment of, including but not limited to, the purchase price of the work performed prior to the effective date of notice of termination, the costs identified to the purchase order incurred by ABB for work not completed, and all expenses incurred by ABB attributable to the termination, plus a fixed sum of ten (10) percent of the final total price to compensate for disruption in scheduling, planned production and other indirect costs.

**18. Termination**  
(a) No termination by Purchaser for material default shall be effective unless, within fifteen (15) days after receipt by ABB of Purchaser's written notice specifying such default, ABB shall have failed to initiate and pursue with due diligence correction of such specified default.  
(b) If the event of termination for a material default, ABB shall reimburse Purchaser the difference between that portion of the Agreement price allocable to the terminated scope and the actual amounts reasonably incurred by Purchaser to complete that scope, and Purchaser shall pay to ABB the portion of the Agreement price allocable to Equipment completed and any amounts due for Services performed before the effective date of termination.  
(c) ABB may terminate the Agreement (or any affected portion thereof) immediately for cause if Purchaser becomes insolvent/bankrupt, or materially breaches the Agreement, including, but not limited to, failure or delay in Purchaser making any payment when due, or fulfilling any payment conditions

**19. Export Control Regulations.**  
(a) Purchaser represents and warrants that the Equipment and Services provided hereunder and the "direct product" thereof are intended for civil use only and will not be used, directly or indirectly, for the production of chemical or biological weapons or of precursor chemicals for such weapons, or for any direct or indirect nuclear end use. Purchaser agrees not to disclose, use, export or re-export, directly or indirectly, any information provided by ABB or the "direct product" thereof as defined in the Export Control Regulations of the United States Department of Commerce, except in compliance with such Regulations.  
(b) If applicable, ABB shall file for a U.S. export license, but only after appropriate documentation for the license application has been provided by Purchaser. Purchaser shall furnish such documentation within a reasonable time after purchase order acceptance. Any delay in obtaining such license shall suspend performance of this Agreement by ABB. If an export license is not granted or, if once granted, is thereafter revoked or modified by the appropriate authorities, this Agreement may be canceled

by ABB without liability for damages of any kind resulting from such cancellation. At ABB's request, Purchaser shall provide to ABB a Letter of Assurance and End-User Statement in a form reasonably satisfactory to ABB.

**20. Assignment**  
Any assignment of this Agreement or of any rights or obligations under the Agreement without prior written consent of ABB shall be void.

**21. Nuclear Equipment and Services** sold hereunder are not intended for use in connection with any nuclear facility or activity, and Purchaser warrants that it shall not use or permit others to use Equipment or Services for such purposes, without the advance written consent of ABB. If, in breach of this, any such use occurs, ABB (and its parent, affiliates, suppliers and subcontractors) disclaims all liability for any nuclear or other damage, injury or contamination, including without limitation any physical damage to a nuclear facility itself, resulting from a nuclear incident and, in addition to any other rights of ABB, Purchaser shall indemnify and hold ABB (and its parent, affiliates, suppliers and subcontractors) harmless against all such liability including, but not limited to, any physical damage to the nuclear facility or surrounding properties, if any. Consent of ABB to any such use, if any, will be conditioned upon additional terms and conditions that ABB determines to be acceptable for protection against nuclear liability including but not limited to the requirement that the Purchaser and/or its end user customer shall have complete insurance protection against liability and property damage including without limitation physical damage to a nuclear facility itself or any surrounding properties, if any, resulting from a nuclear incident and shall indemnify ABB, its subcontractors, suppliers and vendors against all claims resulting from a nuclear incident including, but not limited to, any physical damage to the nuclear facility.

**22. Resale**  
If Purchaser resells any of the Equipment or Services, the sale terms shall limit ABB's liability to the buyer to the same extent that ABB's liability to Purchaser is limited hereunder. Additionally, if the end-user intends to use the Equipment or Services in connection with any nuclear facility or activity, the Purchaser shall require the end-user comply with the financial requirements under Price-Anderson Act (PAA) and secure a written release of liability which flows from the end-user to the benefit of ABB.

**23. Environmental, Health and Safety Matters.**  
(a) Purchaser shall be obligated to maintain safe working conditions at its facility or location (the "Site"), including the implementing of appropriate procedures regarding Hazardous Materials, confined space entry, and energization and de-energization of power systems (electrical, mechanical and hydraulic) using safe and effective lock-out/tag-out ("LOTO") procedures including physical LOTO or a mutually agreed upon alternative method.  
(b) Purchaser shall immediately advise ABB in writing of all applicable Site-specific health, safety, security and environmental requirements and procedures. Without limiting Purchaser's responsibilities hereunder, ABB has the right but not the obligation to, from time to time, review, audit and inspect applicable health, safety, security and environmental documentation, procedures and conditions at the Site.  
(c) If, in ABB's reasonable opinion, the health, safety, or security of personnel or the Site is, or is likely to be, imperiled by security risks, the presence of or threat of exposure to Hazardous Materials, or unsafe working conditions, ABB may, in addition to other rights or remedies available to it, remove some or all of its personnel from Site, suspend performance of all or any part of the purchase order, and/or remotely perform or supervise work. Any such occurrence shall be considered a Force Majeure event. Purchaser shall reasonably assist in ensuring the safe departure of personnel from the Site.  
(d) Purchaser shall not require or permit ABB's personnel to operate Purchaser's equipment at Site.  
(e) Purchaser will make its Site medical facilities and resources reasonably available to ABB personnel who need medical attention.  
(f) ABB has no responsibility or liability for the pre-existing condition of Purchaser's equipment or the Site, which is the sole responsibility of Purchaser. Prior to ABB starting any work at Site, Purchaser will provide documentation that identifies the presence and condition of any Hazardous Materials existing in or about Purchaser's equipment or the Site that ABB may encounter while performing under this Agreement. The provision of such documentation shall in no way release Purchaser from its responsibility for said conditions. Purchaser shall disclose to ABB industrial hygiene and environmental monitoring data regarding conditions that may affect ABB's work or personnel at the Site. Purchaser shall keep ABB informed of changes in any such conditions.

(g) ABB shall promptly notify Purchaser if ABB becomes aware of (i) conditions at the Site differing materially from those disclosed by Purchaser, or (ii) previously unknown physical conditions at Site differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Agreement. If any such conditions cause an increase in ABB's cost of, or the time required for, performance of any part of the work under the Agreement, an equitable adjustment in price and schedule shall be made.  
(h) If ABB encounters Hazardous Materials in Purchaser's equipment or at the Site that require special handling or disposal, ABB is not obligated to continue work affected by the hazardous conditions. In such an event, Purchaser shall at its sole cost and expense eliminate the hazardous conditions in accordance with applicable laws and regulations so that ABB's work under the Agreement may safely proceed, and ABB shall be entitled to an equitable adjustment of the price and schedule to compensate for any increase in ABB's cost of, or time required for, performance of any part of the work. Purchaser shall properly store, transport and dispose of all Hazardous Materials introduced, produced or generated in the course of ABB's work at the Site.  
(i) Purchaser shall indemnify ABB for any and all claims, damages, losses, and expenses arising out of or relating to any Hazardous Materials which are or were (i) present in or about Purchaser's equipment or the Site prior to the commencement of ABB's work, (ii) improperly handled or disposed of by Purchaser or Purchaser's employees, agents, contractors or subcontractors, or (iii) brought, generated, produced or released on Site by parties other than ABB.

**24. Confidentiality.**  
a) ABB and Purchaser (as to information disclosed, the "Disclosing Party") may each provide the other party (as to information received, the "Receiving Party") with Confidential Information in connection with this Agreement. "Confidential Information" means (a) information that is designated in writing as "confidential" or "proprietary" by Disclosing Party at the time of written disclosure, and (b) information that is orally designated as "confidential" or "proprietary" by Disclosing Party at the time of oral or visual disclosure and is confirmed to be "confidential" or "proprietary" in writing within fifteen (15) days after the oral or visual disclosure. In addition, prices for Products and Services shall be considered ABB's Confidential Information.

(b) Receiving Party agrees: (i) to use the Confidential Information only in connection with the Agreement and use of Products and Services, (ii) to take reasonable measures to prevent disclosure of the Confidential Information to third parties, and (iii) not to disclose the Confidential Information to a competitor of Disclosing Party. Notwithstanding these restrictions, each party shall permit access to the other's Confidential Information only to its employees who: (i) reasonably require access to Confidential Information for purposes approved by this Agreement, and (ii) have undertaken a binding obligation of confidentiality with respect to the confidential information of others entrusted to him or her, and (iii) have been apprised of the confidentiality obligations hereunder. ABB may disclose Confidential Information to its affiliates and subcontractors in connection with performance of the purchase order. A Receiving Party may only disclose Confidential Information to any other third party with the prior written permission of Disclosing Party, and in each case, only so long as the Receiving Party obtains a non-disclosure commitment from any such third party that prohibits disclosure of the Confidential Information and provided further that the Receiving Party remains responsible for any unauthorized use or disclosure of the Confidential Information. Receiving Party shall upon request return to Disclosing Party or destroy all copies of Confidential Information except to the extent that a specific provision of the Agreement entitles Receiving Party to retain an item of Confidential Information. ABB may also retain one archival copy of Purchaser's Confidential Information.  
(c) The obligations under this Article 24 shall not apply to any portion of the Confidential Information that: (i) is or becomes generally available to the public other than as a result of disclosure by Receiving Party, its representatives or its affiliates; (ii) is or becomes available to Receiving Party on a non-confidential basis from a source other than Disclosing Party when the source is not, to the best of Receiving Party's knowledge, subject to a confidentiality obligation to Disclosing Party; (iii) is independently developed by Receiving Party, its representatives or affiliates, without reference to the Confidential Information; (iv) is required to be disclosed by law or valid legal process provided that the Receiving Party intending to make disclosure in response to such requirements or process shall promptly notify the Disclosing Party in advance of such disclosure and reasonably cooperate in attempts to maintain the confidentiality of the Confidential Information.  
(d) As to any individual item of Confidential Information, the restrictions under this Article 24 shall expire five (5) years after the date of disclosure. This Article 24 does not supersede any separate confidentiality or nondisclosure agreement signed by the parties.

**25. Non-Survival.**  
The following Articles shall not survive termination or cancellation of this Agreement: 5, 7, 8, 17 and 18. All other Articles shall survive the termination or cancellation of the Agreement.

**26. Entire Agreement.**  
This Agreement constitutes the entire agreement between ABB and Purchaser. There are no agreements, understandings, restrictions, warranties, or representations between ABB and Purchaser other than those set forth herein or herein provided. As stated in Article 1 of this Agreement, ABB's Proposal, Policies, Addendum(s), if any, submitted to Purchaser, shall control over any conflicting terms. ABB specifically rejects any exceptions to this Agreement, Proposals, Policies, and/or Addendum(s) on the face of any purchase order. Purchaser shall advise ABB in writing of all conflicts, errors, omissions, or discrepancies among the Proposal, Policies, Addendum(s) and this Agreement immediately upon discovery. This Agreement shall supersede any standard, preprinted terms and conditions that are automatically attached to purchase orders issued by Purchaser.

**27. US Government Contracts.**  
(a) This Article 27 applies only if the Agreement is for the direct or indirect sale to any agency of the U.S. government and/or is funded in whole or in part by any agency of the U.S. government.  
(b) Purchaser agrees that all Equipment and Services provided by ABB meet the definition of "commercial-off-the-shelf" ("COTS") or "commercial item" as those terms are defined in Federal Acquisition Regulation ("FAR") 2.101. Purchaser agrees, consistent with FAR 12.212, that commercial computer software and commercial computer software documentation are licensed under ABB's Software License. To the extent the Buy America(n) Act, Trade Agreements Act, or other domestic preference requirements are applicable to this Agreement, the country of origin of Equipment is unknown unless otherwise specified by ABB in this Agreement. Purchaser agrees any Services offered by ABB are exempt from the Service Contract Act of 1965 (FAR 52.222-41). The version of any applicable FAR clause listed in this Article 28 shall be the one in effect on the effective date of this Agreement.  
(c) If Purchaser is an agency of the U.S. Government, then as permitted by FAR 12.302, Purchaser agrees that all paragraphs of FAR 52.212-4 (except those listed in 12.302(b)) are replaced with these Terms and Conditions. Purchaser further agrees the subparagraphs of FAR 52.212-5 apply only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the Agreement price.  
(d) If Purchaser is procuring the Equipment or Services as a contractor, or subcontractor at any tier, on behalf of any agency of the U.S. Government, then Purchaser agrees that FAR 52.212-5(e) or 52.244-6 (whichever is applicable) apply only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the purchase order price.

**28. Data Protection.**  
(a) The parties agree that the protection of Personal Data is very important. If Purchaser discloses Personal Data to ABB, ABB shall comply with all applicable data protection laws and regulations. Purchaser shall comply with all applicable data protection laws and regulations in respect of any Personal Data it receives from ABB in the course of receiving the Equipment or Services.  
(b) The parties agree that neither will withhold or delay its consent to any changes to this clause which are required to be made in order to comply with applicable data protection laws and regulations and/or with guide-lines and order from any competent supervisory authority, and their application to the Equipment or Services from time to time, and agrees to implement any such changes at no additional cost to the other party.  
(c) The parties acknowledge that the processing of Personal Data in accordance with this purchase order may require the conclusion of additional data processing agreements or additional data protection agreements. If and to the extent such additional data processing agreements or additional data protection agreements are not initially concluded as part of the purchase order, the parties shall, and shall ensure that their relevant affiliates or subcontractors shall, upon the other's request promptly enter into any such agreement with an affiliate, as designated by the other party and as required by mandatory law or a competent data protection or other competent authority.



12080 Bert Street  
 LaPlace, LA 70068  
 P (985)618-1200  
 F (985)618-1208

**INFORMATION REQUEST**  
 FOR

**St Charles Westbank Library**

DWG LOCATION: **E2.0/E3.0/E4.0**

SPEC PAGE:

RFI #: 6

Michael Tabb  
 Murray Architects

SUBJECT:

**Existing Panel L**

COST EFFECT:

TBD

ISSUED BY: Bert Fos

DATE: 11/29/22

WRITTEN DESCRIPTION OF PROBLEM - ATTACH SKETCHES AS REQUIRED:

**Existing Panel L- Is currently fed from existing 112.5 KVA Transformer directly from the secondary. Panel L1 has no main breaker and is main lug only with NO Ground. The branch circuits are doubled up on multiple breakers due to lack of breaker space. Drawings call for the reuse of Panel L and Branch Circuits.**

PROPOSED SOLUTION:

Replace Panel L- With GE 120/208 Panelboard- 120/208/3 phase/4 wire. 250 Amp Main Breaker. 60 Space. Nema 1- Surface mount with neutral and ground bar.. Replace secondary feed from existing transformer to new L panel.

APPROVED ANSWER:

**This is an existing condition. We agree with the proposed solution.**

**Jason Crumb, Crumb Engineering**

You are notified that this problem constitutes a suspension to this scope of work. All Star Electric reserves the right to request an equitable adjustment if the requested information is not promptly supplied or has an adverse effect on this or other scopes of work. Please reply within ten days.

**SECTION 00805**

**WORK CHANGE DIRECTIVE**

No. Two (2)

DATE OF ISSUANCE February 10, 2023

EFFECTIVE DATE February 10, 2023

OWNER St. Charles Parish  
 CONTRACTOR Dynamic Group, LLC  
 Contract St. Charles Parish West Bank Library Hurricane Ida Repairs  
 Project:  
 OWNER's Contract No. LR211105 ARCHITECT's Contract No. \_\_\_\_\_  
 ARCHITECT Murray Architects, Inc.

Contractor is directed to proceed promptly with the following change(s):

Description: Issue a change directive to furnish and install doors and frames in Locations 15 & 21 that were not existing as indicated.

Attachments: (List documents supporting change) Construction Request for Change – RFC 002 Attached.

**Purpose for Work Change Directive:**

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: (check one)

- Non-agreement on pricing of proposed change.
- Necessity to proceed for schedule or other project reasons.

**Estimated Change in Contract Price and Contract Times (non-binding, preliminary):**

Contract Price: \$6,063.00 increase

Contract Time Zero (0) days

**Basis of estimated change in Contract Price:**

- Lump Sum  Unit Price
- Cost of the Work  Other

Recommended:	Limited Authorization By*:	Received:
By: <u>[Signature]</u>	By: <u>Math Jewell</u>	By: <u>[Signature]</u>
ARCHITECT (Authorized Signature)	Owner's Representative*	Contractor (Authorized Signature)
Title: <u>Architect</u>	Title: <u>Parish President</u>	Title: <u>President</u>
Date: <u>5/10/2023</u>	Date: <u>2-1-23</u>	Date: <u>5/15/23</u>

\*Owner's Representative is not authorized to finalize a Change Order nor does the Work Change Directive substitute the Change Order process as more fully set out in the General Conditions of the Construction Contract.

Approved by Funding Agency (if applicable)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Title: \_\_\_\_\_







1602 East Alsobrook St  
 Plant City, FL 33563  
 P: 813-759-4300  
 F: 813-759-4322

**SUBCONTRACTOR PROPOSAL FOR CONTRACT MODIFICATION**

DATE: **2/8/2023**

**CONTRACT TITLE:** LA22-037 SCP WB Library  
**CONTRACTOR:** Dynamic Group, LLC  
 Jason Welch  
**PROPOSAL#** COP001


**DESCRIPTION:**

Furnish hollow metal frame for opening 21 and 2 new wood doors for 15 and 21  
 which were supposed to be existing  
**SUB-CONTRACTOR'S WORK**

			Material	Labor
1. Direct Materials			4,248.00	
3. MATERIAL SUBTOTAL (Add Lines 1-2)			<b>4,248.00</b>	
4. Direct Labor				350.00
2. Insurance, Taxes, & Fringe Benefits	0.00% of line 1	0.00%		0.00
5. Lower Tier Subcontractors Work (If Applicable)				0.00
6. Subs OH on Lower Tier Subs Work (If Applicable)	0.00% of line 5	0.00%		0.00
7. Rental Equipment				0.00
8. Equipment Ownership/Operating Expenses				0.00
9. LABOR SUBTOTAL (Add Lines 4-8)				<b>350.00</b>
10. Field Overhead	0.00% of line 9	0.00%		0.00
11. Other (City/State Charges, etc.)				0.00
12. SUBTOTALS MATERIAL & LABOR:			4,248.00	350.00
13. Home Office Overhead	5.00%	5.00%	212.40	17.50
14. Profit	5.00%	5.00%	223.02	18.38
15. TOTALS MATERIAL & LABOR			<b>4,683.42</b>	<b>385.88</b>
18. Sales Tax on materials	9.45%	9.45%	442.58	
16. Subcontractor's Bond Premium	0.00%	0.00%	0.00	
17. Other (Travel, etc.)				0.00
<b>21. TOTAL MATERIAL AND LABOR</b>				<b>5,511.88</b>

**Subcontractor's Comments:**

Per your contract with IDS, we will not proceed with changes until receipt of approved change order.

  
 Signature & Title of preparer  
 Rob Keefe  
 General Manager

Date: **2/8/2023**





1317 Carroll St., Suite B  
Kenner, LA 70062

813-759-4300  
www.integrateddoor.com

2/8/23

LA22-037 SCP NBS LIBRARY  
IDS COLOR

HMIF

1	CIL 3070 S78	264.-	264.-
1	TAK	6.-	6.-
1	SUMF CL	27.-	27.-
1	RPD	27.-	27.-
1	WUOS	26.-	26.-

IB FAT 350.-  
100.-  
450.-

C-16 KD Frames

Frame Prices

April, 2022



	WIDTH	HEIGHT	3	6-1/8	8	10	12
			THRU 6	THRU 7-7/8	THRU 9-7/8	THRU 11-7/8	THRU 14
SINGLES	1'6" THRU 3'0"	6'8"	\$260	\$291	\$373	\$413	\$464
		7'	\$264	\$295	\$378	\$418	\$468
		7'2"	\$284	\$316	\$398	\$438	\$489
		8'	\$324	\$356	\$438	\$479	\$530
		9'	\$346	\$378	\$461	\$501	\$551
	3' + THRU 4'0"	10'	\$372	\$404	\$484	\$525	\$577
		6'8"	\$266	\$298	\$380	\$420	\$471
		7'	\$270	\$302	\$385	\$425	\$475
		7'2"	\$290	\$323	\$405	\$445	\$496
		8'	\$330	\$363	\$445	\$486	\$537
DOUBLES	4' + THRU 6'0"	9'	\$352	\$385	\$468	\$508	\$558
		10'	\$378	\$411	\$491	\$532	\$584
		6'8"	\$322	\$361	\$450	\$514	\$565
		7'	\$326	\$363	\$454	\$520	\$571
		7'2"	\$346	\$385	\$474	\$538	\$589
	6' + THRU 8'0"	8'	\$400	\$439	\$528	\$592	\$645
		9'	\$430	\$469	\$558	\$622	\$673
		10'	\$464	\$503	\$590	\$656	\$709
		6'8"	\$345	\$385	\$475	\$539	\$590
		7'	\$349	\$387	\$479	\$545	\$596
8' + THRU 10'0"	7'2"	\$369	\$409	\$499	\$563	\$614	
	8'	\$423	\$463	\$553	\$617	\$670	
	9'	\$453	\$493	\$583	\$647	\$698	
	10'	\$487	\$527	\$615	\$681	\$734	
	6'8"	\$385	\$425	\$514	\$578	\$628	
<b>FRAME COMPONENT PART PRICES (NO ANCHORS)</b>							
STRIKE JAMBS	7'	\$100	\$113	\$146	\$161	\$181	
	7'2"	\$110	\$123	\$156	\$172	\$193	
	8'	\$123	\$136	\$169	\$186	\$206	
	9'	\$130	\$143	\$177	\$193	\$213	
	10'	\$139	\$152	\$184	\$200	\$221	
HINGE JAMBS	6'8"	\$108	\$121	\$154	\$169	\$189	
	7'	\$110	\$122	\$156	\$172	\$192	
	7'2"	\$120	\$133	\$166	\$181	\$201	
	8'	\$147	\$160	\$193	\$208	\$229	
	9'	\$162	\$175	\$208	\$223	\$243	
HEADS	10'	\$179	\$192	\$224	\$240	\$261	
	1'6" THRU 3'0"	\$54	\$60	\$76	\$85	\$95	
	3' + THRU 4'0"	\$60	\$67	\$83	\$92	\$102	
	4' + THRU 6'0"	\$106	\$119	\$142	\$176	\$187	
	6' + THRU 8'0"	\$129	\$143	\$167	\$201	\$212	
8' + THRU 10'0"	\$169	\$183	\$206	\$240	\$250		

**GENERAL INFORMATION**

CURRIES C series frames are available double rabbet (equal or unequal) single rabbet, cased opening. Prices reflect hardware preparations for 1 3/4" doors. Refer to CURRIES Architectural Technical Data Manual for standard details and limitations.

Drywall frames are installed after the wall has been constructed

2" face unequal rabbet profile frames are standard. Double rabbet 1 1/2" and 1 3/4" face frames are priced the same as 2" face at no extra charge.

Jamb depth ranges are listed above each column 1/8" increment jamb depths (all ranges 3" thru 14") are available at no extra charge.

**ANCHORS**

DRYWALL C Series frames have compression bars welded in place at the top of each jamb and a punched base anchor in the frame face at the bottom.

Optional strap type base anchors are available welded in at no charge. The optional strap type base anchor is required for narrow face 1 1/2" and 1 3/4" face frames.

**EXTRAS**

**BUNDLING AND TAGGING FRAMES**

Frame Order Code 3F, 3FH, 3FV, 2F, SL, BL, 4F and 4F component bundling or welded frames

Visual ID tags

Add \$6  
Add \$6

**CASED OPENING FRAMES (4 1/2" - 14")**

Per frame

Add \$15

Per piece

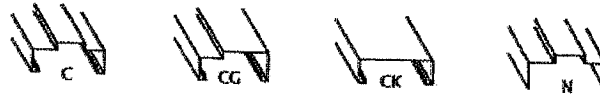
Add \$5

Cased opening price includes standard mortise hardware preparations, hinges and strikes or blank.

**COMMUNICATING FRAME (4 7/8" - 14")**

Available for 1 3/4" doors

N/C



**EXTRAS**

**NAILER** frame (3 3/4" - 13") N Profile Add \$81  
**NOTE:** Refer To Tech Page for maximum ratings and sizes

**CURRISEAL FRAME** (4 1/8" - 14")  
 Gasketed frame price includes gasket.  
 Available for 1 3/4" door  
 Maximum size 4080 / 8080 Add \$159  
 Head Add \$53  
 Jamb Add \$53

Additional gasket prices and stock numbers are listed in the Engineered Frame Section.

**DOUBLE EGRESS-NOT AVAILABLE IN KD. PRICE AS CCW WELDED CONSTRUCTION ONLY.**

**DUTCH DOOR FRAME** N/C

**FOUR (4") INCH FACE HEADS (4 3/4" - 14") JAMB**  
 Available for 1 3/8" or 1 3/4" doors  
 Single including 4'0" Add \$52  
 Pairs over 4'0" Add \$74

**GALVANNEAL (A60) FRAME ADDS**  
 Price per frame piece Add \$16  
 Price per 3 Sided frame Add \$48  
**GALVANIZED (G-90)**  
 Price per frame piece Add \$28  
 Price per 3 Sided frame Add \$84

**FIRE FRAME LABELS**  
**Warnock Hersey - Specify on order**  
 Embossment; no hourly or 1 1/2 hour rating Standard  
 Metal label with hourly rating on hinge jamb Add \$26  
**Underwriters Laboratories**  
 Prices are less closer (CL)

LESS  
 CL  
 Single Frame Add \$26  
 Double Frame Add \$52

**EXTRAS**

**THERMAL BREAK FRAMES - NOT AVAILABLE**

**HARDWARE PREPARATIONS**

**CLOSER PREPARATIONS**

Concealed closer	Add	\$249
Regular arm	E10 Add	\$27
Parallel arm	E11 Add	\$27
Half sleeve	E18 Add	\$34
Full sleeve	E17 Add	\$42

**FLUSH BOLTS**

Standard ANSI 115.4	H2 Add	\$49
Reversible (strike plate included)	H5 Add	\$49
Reinforce only	H1 Add	\$27

**HINGE PREPARATIONS**

4 1/2" standard or heavyweight	Standard	
1 1/2 Pair up to and including 7'6"	Standard	
2 pair over 7'6" to 10'0"	Standard	
5" standard or heavyweight	Add Each	\$7
Full Surface mounted continuous hinge	Add	\$74
High frequency reinforcement strap support		
Per hinge	Add	\$22

**HOLDERS**

Overhead Concealed	Add	\$157
Overhead stop and holder surface mounted 14	Add	\$27

**PIVOTS**

Top and bottom set single acting	Per Frame Add	\$230
	Per Jamb Add	\$96
	Per head Add	\$134
	Each Add	\$80

Intermediate pivot single acting

**PANIC EXIT REINFORCING**

Rim type	E8 Add	\$27
Rim vertical rod surface mounted strike	E5 Add	\$27
Vertical rod mortise strike in head - Each	G20 Add	\$60

**STRIKES**

4 7/8" ANSI lipped strike	E1	Standard
2 3/4" ANSI lipped strike	E2	Standard
3 1/2" ANSI deadlock strike	E3	Standard
2 3/4" ANSI deadlock strike	E4	Standard
Electric strike frame	E9 Add	\$102

(includes cover box with knockout)

**SURFACE BOLTS**

Reinforcement only	Add	\$25
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Swift Pac quantity frame pricing is available



1317 Carroll St., Suite B  
Kenner, LA 70062

813-759-4300  
www.integrateddoor.com

2/8/23

LA22-037 SCP WB LEDNARY  
IDS COP001

WD

2	3070	FD900	RWB
2	3AX	ROM	PERNEC
2	P/F	STD	COLON

1,535.-	3,070.-
124.-	248.-
483.-	<u>966.-</u>

25% DESC	4,284.-
	<u>(1,071.-)</u>

IB fut	3,213.-
CRATE	250.-
	<u>250.-</u>

<u>3,713.-</u>
----------------

### ROTARY WHITE BIRCH

DOOR SIZE	ARCHITECTURAL					
	UNFINISHED			CLEAR		
	PC	90 MIN	SCLC	PC	90 MIN	SCLC
2/6 X 7/0	\$618			\$713		
3/0 X 6/8	\$581 - NO BR	\$1,489		\$776 - NO BR		
<b>3/0 X 7/0</b>	<b>\$618 - NO BR</b>	<b>\$1,535 - 5"TR</b>	\$1,114	\$815 - NO BR	\$1,637 - 5"TR	\$1,268
3/0 X 7/0 PAIR	\$736	\$1,737 - 5"TR				
<b>3/0 X 8/0</b>	\$776 - NO BR	\$1,905 - 5"TR		\$1,098	\$2,046 - 5"TR	
<b>3/0 X 8/0</b>	<b>\$804</b>					
<b>3/0 X 9/0</b>	<b>\$1,161</b>					
4/0 X 7/0	\$866	\$1,881 - 5"TR		\$1,003	\$2,038 - 5"TR	
<b>4/0 X 8/0</b>	<b>\$1,260</b>	<b>\$2,164 - 5"TR</b>		\$1,385		

### UNIFORM LITE BIRCH

DOOR SIZE	COMMERCIAL			
	UNFINISHED		CLEAR	
	PC	90 MIN	PC	90 MIN
2/6 X 7/0	\$469 - 5"BR			
<b>3/0 X 6/8</b>	<b>\$428</b>		\$567	
<b>3/0 X 7/0</b>	<b>\$447</b>	\$1,265	\$590	\$1,351
3/0 X 8/0	\$626		\$765	
4/0 X 7/0	\$631 - 5"BR			

### PLAIN SLICED WHITE BIRCH

DOOR SIZE	ARCHITECTURAL	
	PC	90 MIN
	<b>3/0 X 7/0</b>	<b>\$1,047 - 5"BR</b>
<b>3/0 X 7/0 PAIR</b>	\$1,145	<b>\$1,830 - 5"TR</b>
<b>3/0 X 8/0</b>	<b>\$1,183</b>	\$1,778
3/0 X 9/0	\$1,523	\$2,246
<b>4/0 X 8/0</b>	\$1,476 - 5"BR	\$2,189

### PLAIN SLICED NATURAL BIRCH

DOOR SIZE	COMMERCIAL
	PC
3/0 X 7/0	\$611
3/0 X 8/0	\$728
3/0 X 9/0	\$1,523

### PLAIN SLICED WHITE OAK

DOOR SIZE	ARCHITECTURAL		
	UNFINISHED		CLEAR
	PC	90 MIN	PC
<b>3/0 X 7/0</b>	<b>\$894</b>	\$1,725	\$1,019
3/0 X 7/0 PAIR		\$1,913 - 5"TR	
<b>3/0 X 8/0</b>	\$1,061	\$1,796	
3/0 X 8/0 PAIR		\$1,982 - 5"TR	
<b>3/0 X 9/0</b>	<b>\$1,110</b>		
4/0 X 8/0	\$1,414	\$2,254 - 5"TR	

### PLAIN SLICED WALNUT

DOOR SIZE	ARCHITECTURAL
	PC
3/0 X 7/0	\$1,200
<b>3/0 X 8/0</b>	<b>\$1,236</b>
3/0 X 9/0	\$1,523



PRICES IN **BOLD** AVAILABLE FROM SOUTHWEST REGION INVENTORY. OTHER ITEMS AVAILABLE NATIONALLY - CRATE & FREIGHT TO BE ADDED.



PREFINISHING CHARGES					
DOOR QUANTITY	CLEAR	STANDARD STAIN	CUSTOM STAIN	PRIME	CUSTOM PAINT
1 TO 4	\$287	\$483	\$630	\$128	\$656
5 TO 10	\$247	\$414	\$494	\$113	\$630
11 TO 20	\$229	\$362	\$414	\$113	\$605
21+	CALL	CALL	CALL	CALL	CALL

STANDARD COLORS - MASONITE ARCHITECTURAL COLORS, LEGACY COLORS (MOHAWK, ALGOMA, MARSHFIELD), GRAHAM, EGGERS & VT. POLYBAG- \$10 PER DOOR  
 IF A SAMPLE IS REQUIRED - THE CHARGE IS \$254. UPON SAMPLE APPROVAL AND INITIAL DOOR ORDER THERE WILL BE NO ADDITIONAL SET-UP CHARGE. AFTER THE FIRST DOOR ORDER, ANY SUBSEQUENT ORDERS WILL REQUIRE A \$254 SET-UP CHARGE.

MISCELLANEOUS PREFINISHING CHARGES					
	CLEAR	STANDARD STAIN	CUSTOM STAIN	PRIME	CUSTOM PAINT
LEAD LINED DOORS	\$382	\$580	\$725	\$224	\$750
BIFOLDS 2DR	\$344	\$580	\$758	\$160	\$795
4DR	\$687	\$1158	\$1,512	\$319	\$1,589
DUTCH DOOR SHELF	\$65	\$113	\$160	\$33	\$160
STILE	\$33	\$97	\$128	\$33	\$128
WOOD LITES	\$33	\$97	\$128	\$33	\$128
WOOD ASTRAGAL	\$33	\$97	\$97	\$33	\$97
WOOD LOUVER	\$65	\$224	\$224	\$65	\$224

SPLIT FINISH - FACES WITH DIFFERENT COLORS - USE HIGHER PRICED FINISH ADD \$160 PER DOOR.

**ACCESSORIES**

DUTCH DOOR SHELVES	
STANDARD USA PROFILE WOOD SHELF W/ BRACKETS	
BIRCH (POPLAR)	\$228
<b>RED OAK</b>	<b>\$228</b>
MAPLE	\$263
CHERRY	\$298

IF NO SHELF ADD TO EDGE TAPE TOP OF BOTTOM LEAF - \$55

WOOD ASTRAGALS	
FLATWOOD ASTRAGALS	
<b>BIRCH/MAPLE</b>	<b>\$106</b>
<b>RED OAK</b>	<b>\$106</b>
CHERRY	\$140
MAHOGANY	\$140

APPLIED MOULDINGS	
STOCK PROFILE - M5	
POPLAR	\$7 PER LINEAL FOOT PLUS \$43 PER RECTANGLE PER SIDE
RED OAK	\$9 PER LINEAL FOOT PLUS \$43 PER RECTANGLE PER SIDE

METAL ASTRAGALS	
METAL EDGE & ASTRAGAL SETS	
UP TO 7/8	\$462
OVER 7/8	\$939

ALLOW FOR EXTENDED LEAD TIME

PRICES IN **BOLD** AVAILABLE FROM SOUTHWEST REGION INVENTORY; OTHER ITEMS AVAILABLE NATIONALLY - CRATE & FREIGHT TO BE ADDED.

Prices subject to change without notice. December 1<sup>st</sup>, 2021



**MACHINING**

**PRICE**

<b>3 OR 4 HINGES ONLY</b>	<b>\$36</b>
<b>3 OR 4 HINGES X 161</b>	<b>\$36</b>
<b>3 OR 4 HINGES X 161 W/THRUBOLTS</b>	<b>\$36</b>
<b>3 OR 4 HINGES X CYLINDRICAL DEADBOLT</b>	<b>\$36</b>
<b>3 OR 4 HINGES X CYL. HOSPITAL LATCH</b>	<b>\$36</b>
<b>3 OR 4 HINGES X SIMPLEX LOCK</b>	<b>\$55</b>
<b>3 OR 4 HINGES X UNIT LOCK</b>	<b>\$79</b>
<b>3 OR 4 HINGES X 86 PREP</b>	<b>\$79</b>
<b>3 OR 4 HINGES X 86 W/ FUNCTION HOLES</b>	<b>\$112</b>
<b>3 OR 4 HINGES X EXIT DEVICE</b>	<b>\$124</b>
<b>3 OR 4 HINGES X CARD LOCK</b>	<b>\$124</b>
<b>3 OR 4 HINGES X MORTISE DEADBOLT</b>	<b>\$112</b>
<b>3 OR 4 HINGES X 86 PREP HOSPITAL LATCH</b>	<b>\$124</b>
<b>3 OR 4 HINGES X ASA X FLUSH BOLTS</b>	<b>\$194</b>
<b>3 OR 4 HINGES X ELEC STRIKE X FLUSH BOLTS</b> (PC AND SOME MC DOORS ONLY - SOME STRIKES CANNOT BE DONE - CALL FOR AVAILABILITY)	<b>\$298</b>
<b>CUT DOOR HEIGHT</b>	<b>\$43</b>
<b>CUT DOOR WIDTH</b>	<b>\$43</b>
<b>RERAIL</b>	<b>\$140</b>
<b>RESTILE</b>	<b>\$210</b>
<b>CUT FOR DUTCH DOOR (IF NO SHELF ADD TO EDGE TAPE TOP OF BOTTOM LEAF \$55)</b>	<b>\$298</b>
<b>RABBET</b>	<b>\$124</b>
<b>BULLNOSE (MUST USE NEXT LARGEST DOOR WIDTH)</b>	<b>\$298</b>
<b>BULLNOSE FOR HARDBOARD, ROTARY NATURAL BIRCH PC COMMERCIAL &amp; ECONOMY</b>	<b>\$106</b>
<b>EDGE TAPE STILE - PER STILE</b>	<b>\$79</b>
<b>REFINISH STILE - CLEAR</b>	<b>\$36</b>
<b>REFINISH STILE - STOCK COLOR</b>	<b>\$106</b>
<b>GROOVE IN RAIL</b>	<b>\$106</b>
<b>GROOVE IN STILE</b>	<b>\$106</b>
<b>LITE CUTOUT</b>	<b>\$98</b>
<b>LOUVER CUTOUT</b>	<b>\$98</b>
<b>ROUND LITE CUTOUT</b>	<b>\$263</b>
<b>DIAMOND LITE CUTOUT</b>	<b>\$263</b>
<b>SPECIAL CUTOUT</b>	<b>CALL</b>



PRICES IN **BOLD** AVAILABLE FROM SOUTHWEST REGION INVENTORY;  
OTHER ITEMS AVAILABLE NATIONALLY - CRATE & FREIGHT TO BE ADDED.

**Rob Keefe**

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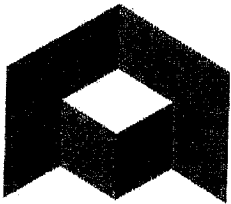
**From:** Jason Welch <jwelch@dynamicgrp.com>  
**Sent:** Tuesday, February 07, 2023 10:24 AM  
**To:** Rob Keefe  
**Subject:** RE: West Bank Library Missing Doors

Caution! This message was sent from outside your organization.

[Allow sender](#) | [Block sender](#)

Checking on this.

Thanks



Jason Welch • Project Manager  
DYNAMIC GROUP, LLC • [www.dynamicgrp.com](http://www.dynamicgrp.com)  
3045 Westfork Drive, Baton Rouge, LA 70816  
O: 225-570-6377 • M: 225-305-5890  
[jwelch@dynamicgrp.com](mailto:jwelch@dynamicgrp.com)

**From:** Jason Welch <jwelch@dynamicgrp.com>  
**Sent:** Tuesday, January 31, 2023 10:53 AM  
**To:** 'Rob Keefe' <RKeefe@integrateddoor.com>  
**Subject:** West Bank Library Missing Doors

Rob,

We just realized that doors 15 and 21 that show on the schedule as existing are actually not there. One of the frames that we had extra (6&8) will work for 15 but we will need a frame for 21. Will need doors for both. The hardware should have been included in original pricing. Please provide a quote to furnish one frame, furnish and install 2 additional doors.

Thanks

1 HMF 214 3p70 578 4060 11D  
2 WD 3e70f 60 11D



JOB NO.: LR211105

FILE NO.: 011 DATE ISSUED: 1/31/2023

TO: Michael Tabb

Murray Architects

AREA: \_\_\_\_\_ SYSTEM: X

(CIRCLE ONE)

- A. Request for Information
- B. Disruption
- C. Delay
- D. Acceleration
- E. Differing Site Conditions

F. Other: \_\_\_\_\_

**DESCRIPTION:** The drawings show doors 15 and 21 to be existing and we were to furnish and install new hardware.  
These doors and frames are not existing. Should we provide pricing for these 2 doors and frames? If so please verify if it is to be  
solid core wood door or metal.

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CHECK ONE

This memorandum does have an impact on our contract. We request response/resolution by the answer due date to minimize any losses of time and/or money. Until such time, we are unable to notify you of the exact impact, if any, this notice may have on your

■

To avoid any impact on our contract, please respond by the answer due date.

Answer Due Date: \_\_\_\_\_ By: \_\_\_\_\_

**RESPONSE:** \_\_\_\_\_

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Date Answered: \_\_\_\_\_ By: \_\_\_\_\_

Comments on Response: (Circle one)

- A. Adequate
- B. Inadequate
- C. Unresponsive
- D. Other

IF ANSWER IS NOT ADEQUATE ANOTHER FIELD MEMORANDUM WILL BE ISSUED

## Jason Welch

---

**From:** Michael Tabb <tabb@murrayarchitects.net> on behalf of Michael Tabb  
**Sent:** Tuesday, January 31, 2023 11:27 AM  
**To:** 'Jason Welch'  
**Cc:** Vicky Cazentre  
**Subject:** RE: West Bank Library LR211105 RFI-012

Provide price. Solid core fire rated doors.

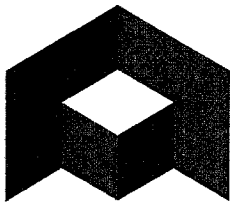
michael tabb  
architect, aia  
murray architects  
[www.murrayarchitects.net](http://www.murrayarchitects.net)  
13760 river road  
destrehan, la 70047  
p.985.764.7275 | fax 985.725.0182

**From:** Jason Welch <jwelch@dynamicgrp.com>  
**Sent:** Tuesday, January 31, 2023 11:06 AM  
**To:** Michael Tabb <tabb@murrayarchitects.net>  
**Cc:** Vicky Cazentre <vicky@murrayarchitects.net>  
**Subject:** West Bank Library LR211105 RFI-012

Michael,

Please see attached RFI-012 about doors 15 and 21.

Thanks



Jason Welch • Project Manager  
DYNAMIC GROUP, LLC • [www.dynamicgrp.com](http://www.dynamicgrp.com)  
📍 3045 Westfork Drive, Baton Rouge, LA 70816  
📞 O: 225-570-6377 • M: 225-305-5890  
✉️ [jwelch@dynamicgrp.com](mailto:jwelch@dynamicgrp.com)

**SECTION 00805**

**WORK CHANGE DIRECTIVE**

No. Three (3)

DATE OF ISSUANCE April 10, 2023

EFFECTIVE DATE April 10, 2023

OWNER St. Charles Parish  
 CONTRACTOR Dynamic Group, LLC  
 Contract St. Charles Parish West Bank Library Hurricane Ida Repairs  
 Project:  
 OWNER's Contract No. LR211105 ARCHITECT's Contract No. \_\_\_\_\_  
 ARCHITECT Murray Architects, Inc.

Contractor is directed to proceed promptly with the following change(s):

Description: Issue a change directive to furnish and install owner specified Tarkett carpet tile.

Attachments: (List documents supporting change) Construction Request for Change – RFC 003rev1 Attached.

**Purpose for Work Change Directive:**

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: *(check one)*

- Non-agreement on pricing of proposed change.
- Necessity to proceed for schedule or other project reasons.

**Estimated Change in Contract Price and Contract Times (non-binding, preliminary):**

Contract Price: \$26,203.00 increase

Contract Time Seventy-Six (76) days

**Basis of estimated change in Contract Price:**

- Lump Sum  Unit Price
- Cost of the Work  Other

Recommended: By: <u>[Signature]</u> ARCHITECT (Authorized Signature)	Limited Authorization By*: By: <u>[Signature]</u> Owner's Representative*	Received: By: <u>[Signature]</u> Contractor (Authorized Signature)
Title: <u>Michael Telle</u>	Title: <u>Parish President</u>	Title: <u>Chad Mitchell</u>
Date: <u>4/13/2023</u>	Date: <u>2-1-23</u>	Date: <u>4/10/23</u>

\*Owner's Representative is not authorized to finalize a Change Order nor does the Work Change Directive substitute the Change Order process as more fully set out in the General Conditions of the Construction Contract.

Approved by Funding Agency (if applicable)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Title: \_\_\_\_\_

# Construction Request for Change SUMMARY

St. Charles Parish Item No. RFC 003rev1

RFI No. (or COR, CPR, etc.) \_\_\_\_\_

Project No. LR211105 Date: 4/6/2023

Project Name: West Bank Library - Hurricane Ida Repairs

Contractor Name: Dynamic Group

Description of Work: Furnish 2,000 sq ft and install 1,200 sq ft of owner specified Tarkett carpet tile.

Furnish and install 400 sq ft of Aladdin (Inkwell 985) carpet transition

Labor to remove existing green band and replace with owner furnished blue carpet

General Contractor Direct Costs - Breakdown No. 1 \$ 4,523.00

(See attached breakdown)

Total General Contractor Cost 10 % \$4,975.00

(General Contract Direct Cost plus OH&P)

### Subcontractor Cost Breakdowns

(See attached.)

		A Total Direct Cost	B OH&P (Max 8%)	C Total A+(A X B)
Stone	Breakdown No.	\$ 19,298.00	%	\$19,298.00
			%	
			%	
			%	
			%	
			%	
			%	
			%	
			%	

Subcontractor Direct Costs Total \$ 19,298.00

(Sum column A)

Subcontractor Direct Costs + Subcontractor OH&P \$19,298.00

(Sum column C)

General Contractor OH&P on Subcontractor Direct Cost at 10 % \$1,930.00

(Sum column A times General Contractor OH&P rate.)

Total Subcontractor Costs \$21,228.00

(Subcontractor Direct Costs + OH&P + General Contractor OH&P)

Change Order Subtotal \$26,203.00

(Sum of Total General Contractor Costs and Total Subcontractor Costs)

Performance and Payment Bond at \_\_\_\_\_ %

(Change Order Subtotal times Performance and Payment Bond rate)

Amount will be  increased  decreased  unchanged by \$26,203.00

(Sum of Change Order Subtotal and Performance and Payment Bond)

Days will be  increased  decreased  unchanged by Lead time + 10 days

(Attach supporting data such as meteorological reports)



# St. Charles Parish

St. Charles Parish  
Courthouse  
15045 Highway 18  
P.O. Box 302  
Hahnville, LA 70057  
985-783-5000  
[www.stcharlesparish.gov](http://www.stcharlesparish.gov)

## Legislation Details

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**File #:** 2023-0129    **Version:** 1    **Name:** Amend Code, Chapter 8, Elections, Section 8-2. Visible Voting Precinct Boundaries and Polling Places, to merge voting precincts

**Type:** Ordinance    **Status:** Public Hearing

**File created:** 5/22/2023    **In control:** Parish Council

**On agenda:** 6/5/2023    **Final action:**

**Enactment date:**    **Yes**

**Title:** An ordinance to amend the St. Charles Parish Code of Ordinances, Chapter 8, Elections, Section 8-2. Visible Voting Precinct Boundaries and Polling Places, to merge voting precincts.

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

**Indexes:**

**Code sections:**

**Attachments:** [2023-0129 Summary of changes - Precinct Mergers](#)

Date	Ver.	Action By	Action	Result
5/22/2023	1	Parish Council		
5/22/2023	1	Council Member(s)	Introduced	



## Summary of changes

The following precincts will be merged. Polling place and precinct name in **bold**.

NAME	Reg Voters	PJ	SB	BESE	Con	PSC	Rep	Sen	Polling Place
<b>1-4</b>	88 estimate	1	1   2	2	2	3	56	19	<b>Luling Elementary School</b>
1-7	513 estimate	1	1   2	2	2	3	56	19	Luling Elementary School
<b>2-1</b>	399	2	2	2	2	3	56	19	<b>Luling Elementary School</b>
2-2	471	2	1	2	2	3	56	19	Luling Elementary School
<b>2-6</b>	465	2	3	2	6	3	56	19	<b>Harry Hurst Middle School</b>
2-7	203 estimate	2	3	2	6	3	56	19	Harry Hurst Middle School
<b>3-1</b>	2560	3	3   8	2	6	3	56	19	<b>New Sarpy Elementary School</b>
3-4	239	3	8	2	6	3	56	19	Ethel Schoeffner Elementary School
<b>5-1</b>	1314	5	5	2	2	3	56	19	<b>St. Rose Elementary School</b>
5-6	No Voters								
<b>6-6</b>	406	6	5   6	2	2	3	56	19	<b>Alan Arterbury Building</b>
6-7	610	6	6	2	2	3	56	19	Alan Arterbury Building
<b>7-4</b>	1754	7	1   2	2	2	3	56	19	<b>Luling Elementary School</b>
7-5	98 estimate	7	1	2	2	3	56	19	Luling Elementary School
7-6	No Voters	7	1	2	2	3	57	19	Luling Central Fire Station



# St. Charles Parish

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

## Legislation Details

**File #:** 2023-0130    **Version:** 1    **Name:** Contract w/ Command Construction, LLC, for Barber Road Bank Stabilization (Project No. P210702)

**Type:** Ordinance    **Status:** Public Hearing

**File created:** 5/22/2023    **In control:** Parish Council

**On agenda:** 6/5/2023    **Final action:**

**Enactment date:**    **Yes**

**Title:** An ordinance approving and authorizing the execution of a Contract with Command Construction, LLC, for Barber Road Bank Stabilization (Project No. P210702) in the amount of \$2,880,543.00.

**Sponsors:** Matthew Jewell, Department of Public Works

**Indexes:**

**Code sections:**

**Attachments:** [2023-0130 Section 00500 Contract](#)  
[2023-0130 Notice of Intent to Award P210702](#)  
[2023-0130 Corporate Resolution](#)  
[2023-0130 BID TABULATION TRANSMITTAL LETTER Barber Road Bank Stabilization](#)  
[2023-0130 bid tabulation Barber Road Bank Stabilization](#)  
[2023-0130 Bid Tab](#)

Date	Ver.	Action By	Action	Result
5/22/2023	1	Parish Council		
5/22/2023	1	Parish President	Introduced	

**SECTION 00500**

**CONTRACT**

This agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, by Command Construction, LLC, hereinafter called the “Contractor”, whose business address is 68445 James Street, Mandeville, LA 70471, and the St. Charles Parish, hereinafter called the “Owner”.

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

**ARTICLE 1**

**STATEMENT OF WORK**

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

Project Name: BARBER ROAD BANK STABILIZATION  
Project Number: P210702

- 1.02 The abovementioned work shall be completed in strict accordance with Contract Documents prepared by: Richard C. Lambert Consultants, 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 24, 2023, Addenda number(s) **1 and 2**, the Instruction to Bidders, Supplemental Instructions to Bidders, Louisiana Uniform Public Works Bid Form, General Conditions, Supplementary Conditions (if applicable), any Addenda thereto, impose duties and obligations upon the parties herein, and said parties 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 FRP sheet piles along Barber Road, drainage improvements and related earthwork, with asphalt mill and overlay.

## **ARTICLE 2**

### **ENGINEER**

- 2.01 The Project has been designed by Richard C. Lambert Consultants, LLC who is hereinafter called “Engineer” and who will assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

### **ARTICLE 3**

#### **CONTRACT TIME**

- 3.01 The Contractor shall complete the Work under the Contract within 150 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 per day as Liquidated Damages for delay (but not as a penalty). Such Liquidated Damages will be assessed for each calendar day that expires after the Contract Time. This amount represents a reasonable estimate of Owner's expenses for extended delays and the costs associated therein. This provision shall be effective between the parties ipso facto and without demand or putting in default, it being specifically agreed that the Contractor by his mere failure to complete the work on or before the date specified shall be deemed in default.

### **ARTICLE 5**

#### **CONTRACT PRICE**

- 5.01 The Owner will pay and the Contractor will accept in full consideration for the performance of the Contract the sum of:
- a) (\$2,880,543.00) Two Million Eight Hundred Eighty Thousand Five Hundred Forty Three Dollars based on unit prices specified within this contract document. Contract price is firm and subject only to modification by written Change Order agreed to and signed by both parties and the Engineer and approved by the St. Charles Parish Council.

## ARTICLE 6

### PAYMENT PROCEDURES

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

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

## **ARTICLE 7**

### **CONTRACTOR'S REPRESENTATIONS**

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

## **ARTICLE 8**

### **CONTRACT DOCUMENTS**

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

- c) Payment Bond (Section 00610)
- d) Insurance Certificates
- e) Advertisement for Bids (Section 00010)
- f) Louisiana Uniform Public Works Bid Form (Section 00300)
- g) Addenda (Numbers 1 to 2 inclusive)
- h) Contract documents bearing the general title "Barber Road Bank Stabilization" dated March 24, 2023.
- i) Drawings, consisting of a cover sheet dated March 24, 2023 and the sheets listed on Drawing 1-TITLE SHEET ; each sheet bearing the following general title: Barber Road Bank Stabilization
- 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: \_\_\_\_\_

ATTEST:

ATTEST:

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

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

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

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

END OF SECTION



# ST. CHARLES PARISH

PUBLIC WORKS

MATTHEW JEWELL  
PARISH PRESIDENT

MILES BINGHAM, P.E.  
DIRECTOR

## NOTICE OF INTENT TO AWARD

April 26, 2023

TO: Command Construction, LLC  
68445 James Street  
Mandeville, LA 70041

PROJECT NAME: Barber Road Bank Stabilization

PROJECT NO: P210702

To Whom It May Concern:

You are hereby notified that your bid dated April 25, 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 Two Million Eight Hundred Eighty Thousand Five Hundred Forty Three Dollars (\$ 2,880,543.00 ).

**Deliver all documents to:**

Engineer  
Richard C. Lambert Consultants, LLC  
900 West Causeway Approach  
Mandeville, LA 70471

**Deliver the following documents by May 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 May 12, 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.**

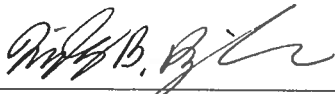
**Construction Schedule – Contractor shall submit a construction schedule within 14 days of the date of this notice to the Engineer and Owner. Schedule items will include, as a minimum, the following:**

- 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.



---

Miles B. Bingham, PE  
Director Public Works

cc:

Mr. Brad Berhelot, Accountant

Mr. Lawrence "Lee" Zeringue, PE

Mr. Franz J, Zemmer, PE

P210702

Ms. Michelle Impastato, St. Charles Council Secretary

**RESOLUTION OF THE MANAGERS  
OF  
COMMAND CONSTRUCTION, L.L.C.**

The undersigned, being all the managers of Command Construction, L.L.C., a Louisiana limited liability company (the "Company") pursuant to the resolutions in the Company's Unanimous Consent Agreement, hereby adopt the following resolution:

RESOLVED, that the following persons shall serve in the offices set forth opposite their names, and that such officers shall have the authority to sign bids, papers, documents, affidavits, bonds, sureties, contracts and acts and to receive and receipt therefore all purchase orders and notices issued pursuant to the provisions of any such bid or contract on behalf of the Company.

Member	Cory J. Commander
Estimator/Project Manager	Christian Commander
Managing Member	Derek J. Commander

The foregoing Resolution was adopted on February 16, 2022.

Derek J. Commander  
68445 James Street  
Mandeville, LA 70471

  
Derek J. Commander, Managing Member

Cory J. Commander  
68445 James Street  
Mandeville, LA 70471

  
Cory J. Commander, Member

Christian Commander  
68445 James Street  
Mandeville, LA 70471

  
Christian Commander, Estimator/Project Manager

# RICHARD C. LAMBERT CONSULTANTS, L.L.C.

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April 25, 2023

Miles Bingham, P.E.  
Director of Public Work  
St. Charles Public Works and Wastewater  
100 River Oaks Drive  
Destrehan, LA 70047

**Subject: Barber Road Bank Stabilization  
SCP No. P210702  
RCLC Job No. 365-021-001**

Dear Mr. Bingham:

Attached is the Certified Bid Tabulation for the subject project. The bid by LA Contracting Enterprise, LLC was incomplete and submitted without sheets 00300-4 and 00300-5 and cannot be verified. Subsequently, the bid has been rejected by St. Charles Parish Government. The bid by Cycle Construction Company, LLC had an incorrect extension of a unit price which does not change the order of their bid. Therefore, Command Construction, LLC is the apparent low bidder. Accordingly, Richard C. Lambert Consultants, LLC recommends the award of the contract to Command Construction, LLC.

Should you have any questions, please call.

Yours truly,

**RICHARD C. LAMBERT CONSULTANTS, LLC**

A handwritten signature in blue ink, appearing to read "Franz J. Zemmer", is positioned below the company name.

Franz J. Zemmer, PE  
Design Manager

Attachment

Copy: Lee Zeringue, P.E. (SCPG)

**RICHARD C. LAMBERT CONSULTANTS, LLC**

900 West Causeway Approach, Mandeville LA 70471  
Phone: 985.727.4440 Fax: 985.727.4447  
E-mail: rclc@rclconsultants.com

3266 Drusilla Lane Suite A-6  
Baton Rouge, LA 70809  
(225)-478-0866

New Orleans Office  
E-mail: rclc@rclconsultants.com



**BARBER ROAD BANK STABILIZATION**  
**ST. CHARLES PARISH GOVERNMENT**  
 SCP No. P210702  
 RCLC NO. 365-021-001  
 Bid Date: April 25, 2023



**BID TABULATIONS**

Item Code	Description	Quantity	Units	LA CONTRACTING ENTERPRISE		COMMAND CONSTRUCTION		CYCLE CONSTRUCTION		ENGINEER'S ESTIMATE	
				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
201-01-00100	CLEARING AND GRUBBING	1	LUMP SUM	\$11,000.00	\$11,000.00	\$50,000.00	\$50,000.00	\$46,500.00	\$46,500.00	\$5,000.00	\$5,000.00
202-01-00100	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	1	LUMP SUM	\$20,000.00	\$20,000.00	\$50,000.00	\$50,000.00	\$60,000.00	\$60,000.00	\$5,000.00	\$5,000.00
203-05-00100	EXCAVATION AND EMBANKMENT	1	LUMP SUM	\$65,000.00	\$65,000.00	\$50,000.00	\$50,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
204-02-00100	TEMPORARY HAY OR STRAW BALES	75	EACH	\$26.00	\$1,950.00	\$10.00	\$750.00	\$95.00	\$7,125.00	\$40.00	\$3,000.00
204-06-00100	TEMPORARY SILT FENCING	3,237	LIN. FT.	\$3.00	\$9,711.00	\$5.00	\$16,185.00	\$5.00	\$16,185.00	\$4.00	\$12,948.00
502-01-00100	ASPHALT CONCRETE	1,699	TON	\$191.00	\$324,509.00	\$280.00	\$475,720.00	\$220.00	\$373,780.00	\$160.00	\$271,840.00
509-01-00100	MILLING ASPHALT PAVEMENT (1"THICK)	8,617	SQ. YD.	\$6.00	\$51,702.00	\$5.00	\$43,085.00	\$10.00	\$86,170.00	\$7.00	\$60,319.00
701-03-01022	18" STORM DRAIN PIPE (CPPPDW)	64	LIN. FT.	\$180.00	\$11,520.00	\$250.00	\$16,000.00	\$355.00	\$22,720.00	\$130.00	\$8,320.00
701-03-01042	24" STORM DRAIN PIPE (CPPPDW)	143	LIN. FT.	-	-	\$350.00	\$50,050.00	\$447.00	\$63,921.00	\$180.00	\$25,740.00
701-03-01062	30" STORM DRAIN PIPE (CPPPDW)	192	LIN. FT.	-	-	\$450.00	\$86,400.00	\$510.00	\$97,920.00	\$200.00	\$38,400.00
701-03-01102	48" STORM DRAIN PIPE (CPPPDW)	48	LIN. FT.	-	-	\$550.00	\$26,400.00	\$745.00	\$35,760.00	\$250.00	\$12,000.00
701-12-01060	24" BCCSP (EXTENSION)	13	LIN. FT.	-	-	\$350.00	\$4,550.00	\$400.00	\$5,200.00	\$180.00	\$2,340.00
702-02-00200	DRAIN MANHOLE	1	EACH	-	-	\$7,500.00	\$7,500.00	\$10,600.00	\$10,600.00	\$7,500.00	\$7,500.00
702-03-00100	24"X24" DRAIN INLET	6	EACH	-	-	\$5,000.00	\$30,000.00	\$7,000.00	\$42,000.00	\$6,000.00	\$36,000.00
702-04-00100	ADJUSTING MANHOLES	6	EACH	-	-	\$500.00	\$3,000.00	\$2,100.00	\$12,600.00	\$1,000.00	\$6,000.00
702-04-00200	ADJUSTING DRAIN INLETS	4	EACH	-	-	\$500.00	\$2,000.00	\$3,900.00	\$15,600.00	\$1,500.00	\$6,000.00
711-01-00300	RIP RAP (30 LB, 14" THICK)	321	SQ. YD.	-	-	\$100.00	\$32,100.00	\$125.00	\$40,125.00	\$150.00	\$48,150.00
713-01-00100	TEMPORARY SIGNS AND BARRICADES	1	LUMP SUM	-	-	\$50,000.00	\$50,000.00	\$100,000.00	\$100,000.00	\$35,000.00	\$35,000.00
727-01-00100	MOBILIZATION /DEMOBILIZATION	1	LUMP SUM	-	-	\$275,000.00	\$275,000.00	\$175,000.00	\$175,000.00	\$115,000.00	\$115,000.00
731-02-00100	REFLECTORIZED RAISED PAVEMENT MARKERS	7	EACH	-	-	\$25.00	\$175.00	\$130.00	\$910.00	\$10.00	\$70.00
739-01-00100	HYDRO-SEEDING	2.158	ACRE	-	-	\$3,500.00	\$7,553.00	\$5,200.00	\$11,221.60	\$4,000.00	\$8,632.00
740-01-00100	CONSTRUCTION LAYOUT	1	LUMP SUM	-	-	\$50,000.00	\$50,000.00	\$70,000.00	\$70,000.00	\$25,000.00	\$25,000.00
741-11-00100	ADJUST WATER VALVE	4	EACH	-	-	\$500.00	\$2,000.00	\$830.00	\$3,320.00	\$500.00	\$2,000.00
741-23-01100	INSERTION VALVE (8")	1	EACH	-	-	\$15,000.00	\$15,000.00	\$20,500.00	\$20,500.00	\$10,000.00	\$10,000.00
TS-741-10009	6" WATER LINE OFFSET	1	EACH	-	-	\$10,000.00	\$10,000.00	\$14,000.00	\$14,000.00	\$10,000.00	\$10,000.00
NS-203-00006	EXPLORATORY EXCAVATION	40	CU. YD.	-	-	\$300.00	\$12,000.00	\$205.00	\$8,200.00	\$500.00	\$20,000.00
S-001	FIBER REINFORCED POLYMER (FRP) SHEET PILE	27,702	SQ. FT.	-	-	\$35.00	\$969,570.00	\$44.00	\$1,246,590.00	\$40.00	\$1,108,080.00
S-002	PRE-CONSTRUCTION VIDEO	1	LUMP SUM	-	-	\$25,000.00	\$25,000.00	\$65,000.00	\$65,000.00	\$7,500.00	\$7,500.00
S-003	STEEL SHEET PILE PENETRATION	1	LUMP SUM	\$3,000.00	\$3,000.00	\$5,000.00	\$5,000.00	\$35,000.00	\$35,000.00	\$5,000.00	\$5,000.00
S-004	DRAINAGE STABILIZATION WALERS	10	EACH	\$4,800.00	\$48,000.00	\$1,000.00	\$10,000.00	\$4,100.00	\$41,000.00	\$3,500.00	\$35,000.00
S-005	FRP COMPOSITE WALER	1,458	LIN. FT.	\$93.00	\$135,594.00	\$125.00	\$182,250.00	\$82.00	\$119,556.00	\$25.00	\$36,450.00
S-006	EXCAVATION AND REPLACEMENT OF UNSUITABLE MATERIAL	1,523	CU. YD.	\$77.00	\$117,271.00	\$10.00	\$15,230.00	\$70.00	\$106,610.00	\$40.00	\$60,920.00
S-007	REBUILD SANITARY SEWER CONFLICT BOX	1	EACH	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00	\$18,400.00	\$18,400.00	\$5,000.00	\$5,000.00
S-008	RELOCATION OF INFRASTRUCTURE	1	LUMP	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
S-009	WATERLINE CROSSING (8" DUCTILE IRON)	1	LUMP	\$30,000.00	\$30,000.00	\$50,000.00	\$50,000.00	\$65,000.00	\$65,000.00	\$12,000.00	\$12,000.00
S-010	PAVEMENT PATCHING	2,307	SQ. YD.	\$115.00	\$265,305.00	\$75.00	\$173,025.00	\$125.00	\$288,375.00	\$150.00	\$346,050.00
S-011	HEADWALL WITH WINGWALLS	1	EACH	\$57,000.00	\$57,000.00	\$30,000.00	\$30,000.00	\$125,000.00	\$125,000.00	\$30,000.00	\$30,000.00
				BASE TOTAL:	\$2,871,361.60	BASE TOTAL:	\$2,880,543.00	BASE TOTAL:	\$3,524,888.60	BASE TOTAL:	\$2,495,259.00

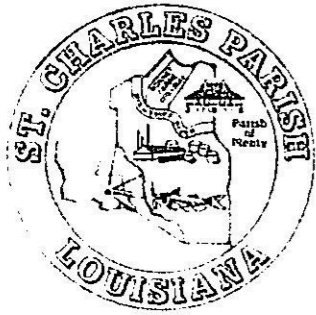
Submittal missing sheets 00300-4 and 00300-5. Total base bid submitted equals \$2,871,361.60 but cannot be verified due to missing unit prices and extensions.  
 Incorrect extension. Sum of extensions provided on bid form equal total base bid.

This is to certify that this tabulation has been checked for accuracy.

I:\File Cabinet\365 St Charles Parish\365-021-001 Barber Road Bank Stabilization\Bidding\bid tabulation

By:  Franz J. Zemmer

Date: April 25, 2023



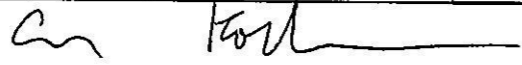
PROJECT TITLE: Barber Road Bank Stabilization

PROJECT NO: P210702

DATE & TIME: Tuesday, April 25, 2023 at 10:00 am

ENGINEER'S TOTAL ESTIMATE: \$ 2,744,713.00

BIDDER	ADDRESS	Incl EMAIL	LICENSE NUMBER	Required at Time of Bid Opening					Required within 10 days from Apparent Low Bidder			BASE BID	Notes
				LICENSE NUMBER on ENVELOPE	ACKNOWLEDGE ADDENDUM #1	BID FORM 00300	BID BOND 00410 POWER OF ATTORNEY	CORPORATE RES. 00485	ATTESTATION CLAUSE 00470	E-VERIFY AFFIDAVIT 00475	AFFIDAVITS 00480		
COMMAND CONST.			40038		✓	✓	✓	✓				\$ 2,880,543.00	
LA CONTRACTING ENTERPRISE, LLC			34203		✓	✓	✓	✓				\$ 2,871,361.00	
WYLLIE CONSTRUCTION CO. OF LA, LLC			34561	✓	✓	✓	✓	✓				\$ 3,524,000.00	

Eric Kocken 





# St. Charles Parish

St. Charles Parish  
Courthouse  
15045 Highway 18  
P.O. Box 302  
Hahnville, LA 70057  
985-783-5000  
[www.stcharlesparish.gov](http://www.stcharlesparish.gov)

## Legislation Details

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**File #:** 2023-0139    **Version:** 1    **Name:** Mr. Russell Diggs, Sr.: Planning and Zoning Code Enforcement

**Type:** Public Speaker    **Status:** Public Speaker

**File created:** 6/5/2023    **In control:** Parish Council

**On agenda:** 6/5/2023    **Final action:**

**Enactment date:**    **Yes**

**Title:** Mr. Russell Diggs, Sr.: Planning and Zoning Code Enforcement

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [2023-0139 Petition to Address the Council\\_Diggs 6.5.2023 Council Meeting](#)

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

Hand Delivered 7

2023-0139

PETITION TO ADDRESS THE COUNCIL

RECEIVED

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

MAY 22 2023

Today's Date: 5/21/2023

PARISH COUNCIL

Dear Chairman:

Please place my name to address the Council on:

COUNCIL MEETING DATE: June 5, 2023  
SPECIFIC TOPIC: Planning and Zoning Code enforcement

(\*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: Russell Dipp Sr  
COMPANY / ORGANIZATION: \_\_\_\_\_

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

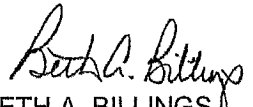
MAILING ADDRESS: P.O. Box 249, Broussard, LA 70039  
PHONE: 985-219-0385 EMAIL ADDRESS: dipp1985@gmail.com  
SIGNATURE: Russell Dipp Sr.

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](mailto: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.**
- **Slandorous 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)

# RIGHT TO DIRECT PARTICIPATION

## COUNCIL GUIDELINES

No person shall be denied the right to observe and, within Council guidelines, to address the Council provided that the person has submitted a written request containing the nature of the **subject** to be discussed. All requests and pertinent information must be received by the Council Secretary at least one (1) week prior to the scheduled meeting. (Home Rule Charter, Article VII., Section I.)

Each person may speak once no longer than five (5) minutes except with two-thirds (2/3) consent of the Council, an additional three (3) minutes may be granted to either individuals or groups. **Any representative of a group addressing the Council shall state the complete name of the group in the letter request, and shall furnish the Council with a letter signed by a simple majority of the members of the Board of Directors of the group, organization or association stating permission to address the Council; the date and time that meeting was held giving said permission; and the subject to be addressed.** A bonafide charter of the organization certified (ratified) by the State of Louisiana shall be filed with the Council Secretary. A current list of Executive Officers and/or Board Members shall be submitted to the Council Secretary annually or when changes occur.



# St. Charles Parish

St. Charles Parish  
Courthouse  
15045 Highway 18  
P.O. Box 302  
Hahnville, LA 70057  
985-783-5000  
[www.stcharlesparish.gov](http://www.stcharlesparish.gov)

## Legislation Details

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**File #:** 2023-0137    **Version:** 1    **Name:** Federally Funded Agreement with Homeland Security and Emergency Preparedness for funding to elevate 30 residential flood prone structures

**Type:** Resolution    **Status:** In Council - Resolutions

**File created:** 6/5/2023    **In control:** Parish Council

**On agenda:** 6/5/2023    **Final action:**

**Enactment date:**    **Yes**

**Title:** A resolution approving and authorizing the execution of a Federally Funded Agreement with the State of Louisiana Governor's Office of Homeland Security and Emergency Preparedness for funding in the amount of \$5,350,985.16 to elevate 30 residential flood prone structures to prevent further damages and reduce NFIP claims.

**Sponsors:** Matthew Jewell, Grants Office

**Indexes:**

**Code sections:**

**Attachments:** [2023-0137 FMA FY-20-0006 St. Charles Parish Non-Disaster Subgrantee Agreement](#)

Date	Ver.	Action By	Action	Result
6/5/2023	1	Parish President	Introduced	

A Federally Funded Agreement  
Between the  
Governor's Office of Homeland Security and Emergency Preparedness  
And  
St. Charles Parish

1.1 Introduction

1.2 The Federal Emergency Management Agency ("Grantor") has made federal funds available to the State of Louisiana under the Flood Mitigation Assistance Grant Program ("FMA"). CFD 97.029.

1.3 This Agreement addresses the use of those funds and is between the Governor's Office of Homeland Security and Emergency Preparedness ("Recipient"), and the St. Charles Parish ("Sub-Recipient").

2.1 Applicable Laws, Regulations and Policies

2.2 Federal

National Flood Insurance Act of 1968 Section 1366 (42 U.S.C. 4104c)

as amended by the National Flood Insurance Reform Act of 1994, Public Law 103—325

The Bunning –Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264

The Biggert-Waters Flood Insurance Reform Act of 2012, Public Law 112-141

31 United States Code Section 1352

2 Code of Federal Regulations 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

OMB Circular A-102 (Standard Form 424B (Rev. 7-97))

OMB Circular 110

2.3 State

Louisiana Homeland Security and Emergency Assistance and Disaster Act, La. R.S. 29:721 et seq.

La. R.S. 33:4773(D)

Louisiana Uniform Construction Code, La. R.S. 40:1721-39

Louisiana Public Bid Law, La. R.S. 38:2211 et seq.

Louisiana Procurement Code, La. R.S. 39:1551 et seq.

*Louisiana Hazard Mitigation Strategy* (4 volumes)

3.1 Concept of Agreement

3.2 In order to elevate thirty-three (33) RL and SRL structures in the St. Charles Parish, the Grantor has provided funds to Sub-Recipient through Recipient's FMA Grant Program. Sub-Recipient shall perform the necessary tasks, meet the required milestones, and stay within the FEMA approved scope of work, and budgetary parameters as outlined in the application for this project. (FMA-LA-FY-2020-0006, EMT-2020-FM-E053 (0)

3.3 The project application is incorporated into this Agreement as if copied in its entirety.

3.4 Additional responsibilities of Recipient, and Sub-Recipient are as follows:

3.4.1 All applicable State and Federal laws, regulations and policies shall be adhered to during the execution of this project, and more specifically:

3.4.2 Any changes to the scope of work, or budget shall comply with 2 C.F.R. §200

3.4.3 Sub-Recipient shall comply with the limitations on the use of appropriated funds to influence certain Federal contracting or financial transactions as stated in 31 U.S.C §1352.

3.4.4 Sub-Recipient shall comply with all Assurances for Non-Construction Programs as outlined in Standard Form 424B and prescribed by OMB Circular A-102.

3.4.5 Sub-Recipient shall cooperate at all times with Recipient, and act as the project manager agreeing to be accountable for all funds expended on this project.

3.4.6 Sub-Recipient agrees to meet all program, and administrative requirements as dictated by State and Federal laws, regulations and policies, and any other requirements deemed necessary by Recipient to carry out the intent of this Agreement, even if not specifically stated.

#### 4.1 Summary of Statement of Work

4.2 Pursuant to FMA-LA-FY-2020-0006, EMT-2020-FM-E053 (0), Sub-Recipient shall perform the following tasks within the approved timeframes:

##### 4.2.1 Elevate Thirty-three (33) RL and SRL Properties

#### 5.1 Summary of Budget

##### 5.2 Estimated costs per task:

5.2.1 For tasks 4.2.1

**\$5,547,906.00**

5.2.2 Total Project Cost

**\$5,547,906.00**

##### 5.3 Funding Sources

5.3.1 Federal share

**\$5,350,985.16**

5.3.2 Non-Federal share

**\$196,920.84**

#### 6.1 Liability of Parties

6.2 This Agreement is intended for the benefit of Grantor, Recipient and Sub-Recipient, and does not confer any rights upon third parties.

6.3 All rights by and between Grantor, Recipient, and Sub-Recipient are limited to the actions outlined in the applicable State and Federal laws, regulations, and policies.

6.4 Sub-Recipient hereby agrees to hold Recipient harmless from any actions or claims brought on behalf of any third parties who perform work and/or provide services on this project on behalf of Sub-Recipient.

#### 7.1 Legal Authorization

Sub-Recipient hereby certifies that it has the legal authority to enter into this agreement and that it is authorized to receive the federal funds outlined herein.

#### 8.1 Notice and Contact

8.2 All notices provided pursuant to this Agreement shall be in writing and sent via first class certified mail return receipt requested.

8.3 The name and address of Recipient's contract manager for this agreement is:

**Sean Wyatt**  
**Assistant Deputy Director, Hazard Mitigation Assistance Division**  
**Governor's Office of Homeland Security and Emergency Preparedness**  
**7667 Independence Boulevard**  
**Baton Rouge, Louisiana 70806**

The name and address of the designated agent responsible for the administration of this agreement on behalf of Sub-Recipient is:

**Honorable Matthew Jewell**  
**Parish President**  
**St. Charles Parish**  
**15045 River Road**  
**Hahnville, Louisiana 70057**

8.4 If the mailing address of Recipient or Sub-Recipient changes during the term of this agreement, or there is a change in the designated points of contact, the party with the address change, or change of contact shall immediately notify the other party in writing.

On behalf of their respective agencies, Recipient and Sub-Recipient have executed this agreement.

BY: \_\_\_\_\_  
**Casey Tingle**  
**Director**  
**GOVERNOR'S OFFICE OF HOMELAND**  
**SECURITY AND EMERGENCY PREPAREDNESS**

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

BY: \_\_\_\_\_  
**Mr. Matthew Jewell**  
**Parish President**  
**ST. CHARLES PARISH**

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



# St. Charles Parish

St. Charles Parish  
Courthouse  
15045 Highway 18  
P.O. Box 302  
Hahnville, LA 70057  
985-783-5000  
[www.stcharlesparish.gov](http://www.stcharlesparish.gov)

## Legislation Details

**File #:** 2023-0138    **Version:** 1    **Name:** CEA-Division of Administration Office of Community Development and SCP-allocation of Community Development Block Grant Disaster Recovery Program funding as a result of Year 2021 Ida & May Storms

**Type:** Resolution    **Status:** In Council - Resolutions

**File created:** 6/5/2023    **In control:** Parish Council

**On agenda:** 6/5/2023    **Final action:**

**Enactment date:**    **Yes**

**Title:** A resolution approving and authorizing the execution of a Cooperative Endeavor Agreement between the State of Louisiana Division of Administration Office of Community Development and St. Charles Parish regarding the allocation of Community Development Block Grant Disaster Recovery Program funding as a result of Year 2021 Ida & May Storms.

**Sponsors:** Matthew Jewell, Grants Office

**Indexes:**

**Code sections:**

**Attachments:** [2023-0138 St. Charles Parish HRP and RCIP Recovery Programs CEA Ida May Storms](#)

Date	Ver.	Action By	Action	Result
6/5/2023	1	Parish President	Introduced	



**STATE OF LOUISIANA  
DIVISION OF ADMINISTRATION  
OFFICE OF COMMUNITY DEVELOPMENT**

**COOPERATIVE ENDEAVOR AGREEMENT  
IMPLEMENTING GRANT UNDER THE COMMUNITY DEVELOPMENT  
BLOCK GRANT DISASTER RECOVERY PROGRAM  
THROUGH THE  
LOUISIANA RECOVERY PROGRAMS**

**ST. CHARLES PARISH**

**CFDA 14.228**

**Grant # B-21-DF-22-0001/Year 2021 Ida & May Storms**

**PO# \_\_\_\_\_**

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

**WITNESSETH That;**

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

**WHEREAS**, in the aftermath of Hurricanes Laura, Delta and Ida and Severe Storms, Tornadoes, and Flooding, the United States Congress, through Public Law 117-43 appropriated funds to the U.S. Department of Housing and Urban Development (“HUD”) Community Development Block Grant (“CDBG”) Program for use through the State of Louisiana for disaster recovery; and

**WHEREAS**, the OCD, on behalf of the State of Louisiana, administers the State’s CDBG disaster recovery program (the “CDBG Disaster Recovery Program”), which is subject to the Federal statutes and regulations governing CDBG grants, as modified by exceptions and waivers previously granted and which may hereinafter be granted by HUD; and

**WHEREAS**, in 2020, Hurricanes Laura and Delta and in 2021 Hurricane Ida, Severe Storms, Tornadoes, and Flooding impacted 49 of Louisiana’s 64 parishes causing catastrophic destruction thus compromising the living standards for the residents of the affected parishes and damage to more than 220,000 housing units statewide.

**WHEREAS**, on July 13, 2022, HUD approved Louisiana’s Action Plan for the Utilization of CDBG-DR Funds in Response to the 2020 and 2021 major disaster events (the “Action Plan”). Action Plan Amendment Number 1 was approved by HUD on September 20, 2022 to meet the State-wide long-term Unmet Recovery and Resiliency needs of Louisiana. Amendment Number 1 further details the additional funding for recovery programs, housing programs, infrastructure, and economic revitalization programs which are designed to assist in the repair, rehabilitation of flood-damaged units; new construction to increase available rental units; assistance to pay for a defined period of rental assistance or support services for eligible program applicants adversely impacted by the 2020 and 2021 Severe Storms and Flooding.

**WHEREAS**, The State of Louisiana has been allocated \$2,322,613,000 in CDBG Disaster Recovery funding for restoration of infrastructure and disaster recovery related to the 2020 and 2021 Hurricanes, Laura, Delta and Ida and May 2021 Floods; and

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

**WHEREAS**, OCD, through collaboration with local and community leaders in response to the communities’ rebuilding needs and strengthening of infrastructure, has designed recovery programs, the Hometown Revitalization Program (HRP) and the Resilient Communities Infrastructure Program (RCIP) to support the recovery of impacted communities.

**WHEREAS**, Grantee has applied for, or plans to apply for, assistance from the CDBG Disaster Recovery Program for damages suffered by the Parish as a result of Hurricanes Laura, Delta, Ida and/or May 2021 Floods; and

**WHEREAS**, the actions of the OCD and Grantee will meet the national objective of Low-Moderate Income and will result in a public benefit described in detail in this Agreement not disproportionate to the consideration in this Agreement.

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

**1.0 SCOPE OF SERVICES**

**1.1 CONCISE DESCRIPTION OF SERVICES**

To provide resiliency and recovery efforts through infrastructure and economic revitalization in areas impacted by disasters.

## **I. SCOPE OF AGREEMENT**

### **A. Grant Award**

Subject to the terms and conditions of this Agreement, the OCD, as administrator of the CDBG Disaster Recovery Programs, shall make available to Grantee disaster recovery funds up to the maximum amount of three million, eight hundred ninety-seven thousand, one hundred eighty and 00/100 dollars (\$3,897,180.00) (the “Grant Funds”) for the purpose of funding Recovery Programs (Hometown Revitalization Program and Resilient Communities Infrastructure Program) in St. Charles Parish (the “Program”), as identified in Exhibit A to this agreement.

OCD will monitor expenditure rates and milestones to ensure projects and activities are completed within the required timeframes. If OCD determines a program or subrecipient is under-performing or is noncompliant, OCD may require corrective action and will determine if the program or project is unable to meet the HUD expenditure deadline. OCD will reallocate the CDBG-DR funds to another program or project, as deemed necessary.

The OCD may require this Agreement to be amended to reflect the reallocation of funds to another program. OCD can require the Grantee to return grant funds expended.

### **B. Implementation of Agreement**

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

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

## C. **Goals and Objectives**

Goals: The goal of the Program is to meet short-and long-term recovery needs of the households and communities impacted by the disasters of 2020 and 2021.

Objectives: The objective of the Program is to 1) provide disaster resilience by enhancing infrastructure and improving mitigation efforts and/or 2) implement economic revitalization programs to build more resilient communities.

## D. **The Program**

### **The Recovery Proposal**

Grantee shall submit the Recovery Proposal to justify the recovery needs to be met through the proposed program. The proposal shall provide a clear understanding of the disaster impact on the community and how the projects to be implemented under the Hometown Revitalization Program and Resilient Communities Infrastructure Program address identified impacts. The Recovery Proposal must be received by OCD, through the online IGX System, three (3) months from the date the Cooperative Endeavor Agreement (CEA) is executed by OCD. See the Program Policy and Procedures Manual at [Restore Louisiana | Other Recovery Programs \(la.gov\)](#).

After OCD reviews and approves the Recovery Proposal, the grantee is required to submit an application form for each proposed project.

### **The Application**

Grantee shall submit to the OCD for approval an application for each project funded through the OCD online IGX System. The application shall address infrastructure and/or economic recovery and revitalization needs of the Parish and at a minimum include 1) detailed description of the project, 2) activity beneficiary data, 3) tie to the disaster (for Hometown Revitalization Program), 4) tie to local disaster recovery plans, mitigation plans, and adopted land-use plans, 5) documentation that proposed activities are CDBG-DR eligible; 6) cost estimate, 7) maps, 8) time schedule and 9) mapping of target area as outlined in the Policy and Procedures Manual. The application must comply with all requirements of the Disaster Recovery Program as set forth in the Action Plan and all current, pending and future applicable Action Plan Amendment(s) available at [Action Plans - Louisiana Division of Administration](#).

The OCD shall make an approval determination of the application pursuant to current OCD program guidelines (herein “OCD policy”) HUD guidelines and regulations, and other applicable state and federal laws and regulations. The Grantee will be notified of the application approval via an IGX system email notification.

## **The Application Process for Individual Projects under the Recovery Program**

Upon approval by the OCD of the Recovery Proposal, Grantee shall submit to the OCD for approval, project applications for each project funded (individually the "Project Application"). The Project Application selections and priorities for the Recovery Program funding must include 1) a tie to the storm event (for Hometown Revitalization Program), 2) location in MID areas, 3) benefit to low-income area populations within a delineated service area, 4) disadvantaged communities that were economically distressed prior to the storm events, 5) an eligible activity; 6) an agenda to host a citizen participation meeting, and 7) activity can be completed within funding timeline as outlined in the Policy and Procedures Manual at [Restore Louisiana | Other Recovery Programs \(la.gov\)](#). The OCD shall, at its sole discretion, make approval determinations of individual Project Applications pursuant to current OCD policy and CDBG and HUD guidelines and regulations. The Grantee will be notified of the application approval via an IGX system email notification.

## **Implementation of the Program**

The project schedule and budget accepted in writing by the OCD for each project and/or activity shall be final and may be changed only with the written consent of the OCD. Compliance and cooperation by Grantee with the monitoring requirements for all projects and/or activities mandated by the OCD shall also be deemed a requirement of this Agreement.

### **1. Statement of Work**

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

### **2. Budget**

The "Budget" is given in Exhibit B, attached hereto and made a part hereof.

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

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

**3. Eligible Expenses**

Grantee shall receive and use Grant Funds for Eligible Expenses, as defined herein. “Eligible Expenses” for Grant Funds under this Agreement include those applied to eligible activities, as defined in the OCD’s current, pending and future applicable Action Plan and Action Plan Amendment(s) (refer [https://www.doa.la.gov/Pages/ocd-dru/Action\\_Plans.aspx](https://www.doa.la.gov/Pages/ocd-dru/Action_Plans.aspx), that are recovery-related, when approved by the OCD in accordance with eligibility rules under CDBG guidelines and subject to limitations established by the OCD, are part of the Program and are otherwise in furtherance of the intent of this Agreement and the goals and objectives as set forth herein.

**4. Citizen Participation Requirements**

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

**5. Building Code Standards**

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

**6. Mitigation Plan**

Where construction is involved the Grantee is responsible for ensuring that the Program and all projects implemented therein considers and/or proposes a mitigation plan to minimize damage in the event of future floods and/or hurricanes.

**7. Assurances**

Grantee shall be responsible for implementing the Program activities in compliance with all state and federal laws and regulations and all Program requirements, as now in effect and as may be amended from time to time. It shall be Grantee’s responsibility to ensure that Grantee or any entity instituting programs in conjunction with this Agreement under the supervision of Grantee require that all of its contractors, and all tiers of their subcontractors, all sub recipients, if applicable, and all beneficiaries, if applicable, adhere to all applicable state and federal laws and regulations and all Program requirements as now in effect and as may be amended from time to time, and to conduct all necessary monitoring for such compliance. As to laws and regulations which apply to the use of CDBG funds, Grantee

has prior to the execution of this Agreement executed the Statement of Assurances, attached hereto as Exhibit C, reflecting compliance with those listed laws and regulations, which shall be deemed to be requirements of this Agreement. As to any other laws and regulations which may apply to construction projects, Grantee is responsible for determining the applicable laws and regulations and ensuring compliance therewith.

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

#### **8. Cooperation with HUD and the OCD**

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

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

#### **E. Contract Monitor/Performance Measures**

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

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

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

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

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

Monthly progress reports including, but not limited to:

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

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

**G. Duplication of Benefits**

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

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

**II. PAYMENT PROCESS**

- A.** Grantee shall submit draw requests for payment of Eligible Expenses payable under this Agreement to the Executive Director of OCD, or designee, for approval.

Payment to Grantee will be made on a cost reimbursement basis for actual services rendered under the Program and limited to those amounts which are deemed



eligible and reasonable. Grantee shall be required by the OCD to submit with each draw request documentation regarding each service for which reimbursement is being sought.

Following review and approval of the draw requests by the Executive Director of OCD, or designee, approved draw requests shall be submitted to OCD Finance Manager, or her designee, for approval of payment. Draw requests not approved by the Executive Director of OCD or the OCD Finance Manager, or their respective designees, shall not be paid, but returned to Grantee for further processing.

- B.** Upon approval of payment by the OCD as provided for above, payment of Eligible Expenses shall be provided to Grantee via electronic funds transfer.
- C.** Grant Funds shall not be drawn in advance.
- D.** If an award letter has been issued regarding Grant Funds, only costs consistent with the terms of the award letter will be allowed, unless expressly waived in writing by OCD.
- E.** Eligible travel costs shall be reimbursed in accordance with PPM49 in effect at the time the expense was incurred, if provided for in the Budget.
- F.** In the event of non-compliance with this Agreement, the OCD may withhold payment to the Grantee until OCD deems the Grantee has brought the Program within compliance. Noncompliance on any aspect funded under this Agreement may serve as a basis to withhold payment on funds for other projects funded under this Agreement.

### **III. TERM OF AGREEMENT; TERMINATION OR SUSPENSION OF AGREEMENT**

#### **A. Term of Agreement**

The term of this Agreement, subject to all requisite consents and approvals as provided herein, shall commence November 15, 2022 and terminate November 14, 2027 unless terminated prior to such time in accordance with the terms and conditions of this Agreement.

It is expressly understood that projects or services commenced and/or completed prior to the beginning date of this Agreement are eligible for funding if allowed under the terms of this Agreement and applicable HUD regulations and guidelines.

#### **B. Termination/Suspension for Cause**

The OCD may, after giving reasonable written notice specifying the effective date, suspend or terminate this Agreement in whole or in part if the Grantee materially fails to comply with any term of this Agreement, which shall include, but not be limited, to the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may be applicable at any time;
2. Failure, for any reason, of Grantee to fulfill in a timely and proper manner the obligations under this Agreement;
3. Submission by Grantee of reports to the OCD, HUD, or either of their auditors, reports that are incorrect or incomplete in any material respect, provided Grantee is given notice of said failure and fails to correct the same within a reasonable amount of time; or
4. Ineffective or improper use of funds as provided for under this Agreement.

If, through any cause, Grantee shall otherwise fail to fulfill in a timely and proper manner, its obligations under this Agreement, or if Grantee shall violate any of the covenants, agreements, or stipulations of this Agreement, the OCD shall thereupon have the right to terminate this Agreement by giving written notice to Grantee of such termination and specifying the effective date thereof, at least thirty (30) days prior to the effective date of said termination.

**C. Termination for Convenience**

The OCD may terminate the Agreement in whole or in part at any time by giving at least thirty (30) days prior written notice to Grantee. Grantee shall be entitled to payment on requests submitted up to the date of termination contained within the notice, to the extent that requests represent eligible activities satisfactorily completed and otherwise reimbursable under the terms of this Agreement.

**D. Termination Due to Unavailable Funding**

The continuation of this Agreement is contingent upon the appropriation and release of sufficient funds to the OCD to fulfill the requirements of this Agreement. Failure of the appropriate authorities to approve and provide an adequate budget to the OCD for fulfillment of the Agreement terms shall constitute reason for termination of the Agreement by either Party. Grantee shall be paid for all authorized services properly performed prior to termination.

**E. Obligations Governing Use of CDBG Funds Survive Termination**

Termination of this Agreement under any of the foregoing provisions shall not alter or diminish Grantee's obligations governing the use of CDBG funds under applicable statutes and regulations or under this Agreement and/or terminate any of Grantee's obligations that survive the termination of this Agreement. Such obligations and/or duties may include but are not limited to the following: (1) duty to maintain and provide access to records; (2) duty to monitor and report on the use of any funds expended or awarded to Grantee in compliance with all terms, conditions and regulations herein; (3) the duty to enforce compliance with terms of

grants or loans issued by Grantee under this Agreement; (4) the duty to monitor, collect and remit program income, if applicable, and (5) the obligation to return funds expended in contravention of applicable statutes, regulations and the terms of this Agreement. This provision shall not limit or diminish any other obligation that by its nature survives termination of the Agreement (i.e. indemnification, etc.).

**F. Payment Upon Termination**

Except as in the event of termination or suspension for cause, Grantee shall be entitled to payment on invoices submitted to the OCD no later than ninety (90) days from the date of termination contained within the notice, to the extent that requests represent eligible activities satisfactorily completed during the term of the Agreement and otherwise reimbursable under the terms of this Agreement.

**IV. ADMINISTRATIVE REQUIREMENTS**

**A. General Administrative Requirements**

Grantee shall comply with 2 CFR Part 200 “Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Awards”, as modified by 24 CFR 570.502(a), “Applicability of uniform administrative requirements.”

**B. Financial Management**

Grantee shall administer its Project in conformance with 2 CFR 200. Grantee also agrees to adhere to the accounting principles and procedures required therein, utilize and create adequate internal controls, and maintain necessary source documentation for all costs incurred. These principles and procedures shall be applied for all costs incurred.

**C. Documentation and Record-Keeping**

**1. Records to be Maintained**

Grantee shall maintain all records required by 24 CFR 570.506, “Records to be maintained,” that are pertinent to the activities to be funded under this Agreement. Such records shall include but are not limited to:

- a. Records providing a full description of each activity taken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of services;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 2 CFR 200 and 24 CFR 570.506(h);
- g. Personnel, property and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the OCD to assure proper accounting for all project funds; and
- h. Other records necessary to document compliance with 24 CFR 570.604, regarding environmental requirements.

## **2. Retention of Records**

Grantee shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years after closeout of OCD's federal grant providing the Grant Funds. Grantee will be notified of that closeout date by OCD.

## **3. Access to Records**

The OCD, the Division of Administration ("DOA"), the State Legislative Auditor, federal auditors, State Inspector General, HUD, the Comptroller General of the United States, the Office of Inspector General, and any of their duly authorized representatives or agents, shall have access to any books, documents, papers and records of Grantee which are directly pertinent to this Agreement for the purpose of audits, examinations, and making excerpts and transcriptions.

Grantee shall provide citizens with reasonable access to records regarding the past use of CDBG funds, consistent with applicable state and local laws regarding privacy and obligations of confidentiality.

All records, reports, documents, or other material or data, including electronic data, related to this Agreement and/or obtained or prepared by Grantee, and all repositories and databases compiled or used, regardless of the source of information included therein, in connection with performance of the services contracted for herein shall become the property of the OCD, and shall, upon request, be returned by Grantee to the OCD at termination or expiration of this Agreement. Costs incurred by Grantee to compile and transfer information for return to the OCD shall be billed on a time and materials basis, subject to the maximum amount of this Agreement.

**4. Close-outs**

Grantee's obligation under this Agreement shall not end until all close-out requirements as set forth in 24 CFR 570.509, "Grant closeout procedures," are completed. The terms of this Agreement shall remain in effect during any period that Grantee has control over CDBG funds, including program income.

**5. Audits & Inspections**

It is hereby agreed that the OCD, the DOA, the Legislative Auditor of the State of Louisiana, federal auditors, State Inspector General, HUD, Office of Inspector General, HUD monitors, and auditors contracted by any of them shall have the option of auditing all records and accounts of Grantee and/or its contractors and sub-recipients that relate to this Agreement at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data upon providing Grantee, contractor or sub-recipient, as appropriate, with reasonable advance notice. Grantee and its contractors and sub-recipients shall comply with all relevant provisions of state law pertaining to audit requirements, including LA R.S. § 24:513 et seq. Any deficiencies noted in audit reports must be fully cleared within thirty (30) days after receipt by Grantee, contractor and/or sub-recipient, as appropriate.

Failure of Grantee and/or its contractors and sub-recipients to comply with the above audit requirements will constitute a violation of this Agreement and may, at the OCD's option, result in the withholding of future payments and/or return of funds paid under this Agreement. Grantee and its contractors hereby agree to have an annual audit conducted in accordance with current State policy concerning Grantee and its contractor's audits, and 2 CFR 200.

A quasi-public agency or body as defined in LA R.S. 24:513A(1)(b) shall comply with the provisions of LA R.S. 24:513.H(2)(a) by designating an individual who shall be responsible for filing annual financial reports with the legislative auditor and shall notify the legislative auditor of the name and address of the person so designated.

**D. Procurement**

Grantee shall comply with the current OCD policy and the requirements of 2 CFR 200 regarding procurement. This requirement is in addition to whatever state and local laws may apply to procurement by Grantee. It is agreed by the Parties that notwithstanding any specialized procurement rules which may apply under state law to Grantee, Grantee shall, for the purposes of expenditures to be paid or reimbursed

under this Agreement, comply with all applicable federal and state procurement statutes and regulations.

## **V. HUD/CDBG COMPLIANCE PROVISIONS**

### **A. General Compliance**

The Grantee will comply with all applicable Federal, state, and local laws and Codes, and all applicable Office of Management and Budget Circulars <https://www.whitehouse.gov/omb/information-for-agencies/circulars/>. These include, but are not limited, the requirements of 2 CFR 200.316 and 200.321-323. The State may require, and Grantee shall consent to, the amendment of this Agreement to expressly include contractual provisions referencing any mandatory requirements if not already set forth in this Agreement, including any provisions referenced in appendix II to 2 CFR 200 as the State may deem applicable and not previously set forth in this Agreement.

Grantee agrees to comply with the requirements of Title 2 of the Code of Federal Regulations, Part 200 (Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards), except that (1) Grantee does not assume the OCD's environmental responsibilities described in 24 CFR 570.604 and (2) Grantee does not assume the OCD's responsibility for initiating the review process under the provisions of 24 CFR Part 52. Grantee also agrees to comply with all other applicable Federal, state and local laws, regulations and policies governing the funds available under this Agreement to supplement rather than supplant funds otherwise available.

Grantee shall comply with and shall be responsible for insuring compliance of all of its construction contracts with any applicable mandatory contract language, including but not limited to:

1. Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3);
2. Compliance with the Davis-Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by Department of Labor regulations (29 CFR part 5);
3. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 7401 et seq (1970)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15);
4. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871);
5. Compliance with applicable uniform administrative requirements

described in 24 CFR 570.502; and

6. Certification by Grantee's contractors, and each tier of subcontractors, that such contractors and subcontractors are not on the List of Parties Excluded from Federal Procurement or Nonprocurement Programs promulgated in accordance with Executive Orders 12549 and 12689, "Debarment and Suspension," as set forth at 2 CFR part 2424, and
7. Compliance with "Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities", described in 24 CFR part 58.

Grantee has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to the General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Agreement and debarment from future contracts.

#### **B. Discrimination and Compliance Provisions**

Grantee and its contractors agree to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972; Federal Executive Order 11246 as amended; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Fair Housing Act of 1968 as amended; Section 109 of the Housing and Community Development Act of 1974; and the requirements of the Americans with Disabilities Act of 1990; 41 CFR 60-4 *et seq.*; 41 CFR 60-1.4; 41 CFR 60-1.8; 24 CFR Part 35; the Flood Disaster Protection Act of 1973; and Federal Labor Standards Provisions (form HUD-4010), as well as all applicable provisions not mentioned are deemed inserted herein.

Grantee and its contractors agree not to discriminate unlawfully in its employment practices, and will perform its obligations under this Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, age or disabilities.

Any act of unlawful discrimination committed by Grantee or its contractors, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement or other enforcement action.

#### **C. Covenant Against Contingent Fees and Conflicts of Interest and Louisiana Code of Government Ethics**

Grantee shall warrant that no person or other organization has been employed or retained to solicit or secure this Agreement upon contract or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of

this warranty, the OCD shall have the right to annul this Agreement without liability or, in its discretion, to deduct from this Agreement or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee, or to seek such other remedies as legally may be available.

No member, officer, or employee of Grantee, or agents, consultant, member of the governing body of Grantee or the locality in which the Project is situated, or other public official who exercises or has exercised any functions or responsibilities with respect to this Agreement during his or her tenure, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the project, the Project or in any activity or benefit, which is part of this Agreement.

Grantee shall also comply with the current Louisiana Code of Governmental Ethics as applicable. Grantee acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to

Grantee in the performance of services called for in this Agreement. Grantee agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this Agreement.

**D. Section 3 Compliance in Employment and Training**

The work to be performed under this Agreement, including services performed under any related subcontract or subrecipient agreement, is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3), 24 CFR §75, and 85 FRN 2020 19183-85, and any directives, benchmarks and programmatic requirements hereafter issued by HUD or OCD in the implementation of Section 3 requirements. Section 3 requires that to the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations—recipients must ensure that within the metropolitan area (or nonmetropolitan county) in which the project is located: (1) employment and training opportunities arising in connection with Section 3 Projects are provided to Section 3 Workers ; and (2) contracts for work awarded in connection with Section 3 Projects are provided to business concerns that provide economic opportunities to Section 3 Workers.

**E. Program Income**

**1. Recording Program Income**

Grantee shall submit a quarterly report to the OCD detailing receipt of program income, which is defined in 24 CFR 570.500(a).

**2. Remittance of Program Income**



All program income shall be remitted to the OCD.

**F. Use and Reversion of Assets**

The use and disposition of immovable property, equipment and remaining Grant Funds under this Agreement shall be in compliance with all CDBG regulations, which include but are not limited to the following:

1. Grantee shall transfer to the OCD any Grant Funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Subsequent to meeting the national objective requirement and completion of the eligible activity, immovable property under Grantee's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives set forth in 24 CFR 570.208 until five (5) years after either the closeout of the individual projects associated with the particular immovable property or the expiration of this Agreement, whichever occurs first (or such longer period as the OCD deems appropriate). If OCD consents to a change of use of use of the property other than for which the CDBG funds were expended, grantee must comply with the requirements of 24 CFR 570.505. If Grantee fails to use such immovable property in a manner that meets a CDBG National Objective for the prescribed period of time, Grantee shall pay to the OCD an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. Grantee may retain real property acquired or improved under this Agreement after the expiration of the five-year period, described above, or such longer period as the OCD deems appropriate.
3. In all cases in which equipment acquired, in whole or in part, with Grant Funds is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment). Equipment not needed by Grantee for activities under this Agreement shall be (a) transferred to the OCD for the CDBG program or (b) retained by Grantee after compensating the OCD an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

If Grantee is not the owner of the immovable property being acquired or improved, in whole or in part, with the Grant Funds, Grantee shall acquire sufficient interest and site control over the property to allow the use of CDBG funds for improvement of a non-owned property, within the timeframe mandated by any applicable award letter or within any timeframe established by OCD before or during this Agreement. Grantee shall submit the terms of such interest to OCD to confirm that the interests are sufficient. The interests shall be through a written agreement via authentic act with the owner of the immovable property acknowledging and consenting to the

use restrictions required by 24 CFR 570.505 and as contained in this Agreement and agreeing that the property shall be bound by such use restrictions. In addition, if immovable property being acquired or improved, in whole or in part, with the Grant Funds is leased or subleased by Grantee to a third party, Grantee shall contractually insure that the lessee/subleasee is bound by the use restrictions contained in 24 CFR 570.505 and as contained in this Agreement.

## **VI. GENERAL CONDITIONS**

### **A. “Independent Contractor”**

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. Grantee shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The OCD shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance, as Grantee is an independent contractor.

### **B. Hold Harmless/Indemnity Contractors/Subcontractors**

Grantee shall hold harmless, defend and indemnify the OCD from any and all claims, actions, suits, charges and judgments whatsoever that arise out of Grantee’s performance or nonperformance of the services or subject matter called for in this Agreement.

To the extent that Grantee is permitted to and utilizes the services of any third parties in performance of Grantee’s duties and obligations under this Agreement, any contract entered into shall contain a provision that the contractor and/or subcontractor shall hold Grantee and OCD harmless, defend and indemnify OCD from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the contractor’s and/or subcontractor’s performance or nonperformance of services.

### **C. Workers’ Compensation**

Grantee shall provide Workers’ Compensation Insurance coverage for all of its employees involved in the performance of this Agreement, unless exempt by law.

### **D. Insurance & Bonding**

Unless expressly waived in writing by OCD, the Grantee shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond, or equivalent insurance acceptable to the OCD, covering all employees in an amount equal to cash advances from the OCD.

**E. OCD Recognition**

Grantee shall insure recognition of the role of the OCD and the U.S. Department of Housing and Urban Development in providing services through this Agreement. All activities, facilities and items used pursuant to this Agreement shall be prominently labeled as to funding source. In addition, Grantee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

**F. Public Communications**

OCD and Grantee shall coordinate all public communications regarding activities within the Project funded under this Agreement.

**G. Amendments**

The OCD or Grantee may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the OCD and the Office of State Procurement and/or the Louisiana Commissioner of Administration. Amendments hereto shall not invalidate this Agreement, nor relieve or release the OCD or Grantee from its obligations under this Agreement.

The OCD may require a written amendment to this Agreement to conform the Agreement to federal, state and local governmental laws, regulations, executive orders, guidelines, policies and available funding amounts. Failure of Grantee to execute the written amendment required by the OCD may constitute, at the OCD's discretion, a basis for termination of this Agreement for cause.

**H. No Assignment**

No Party may transfer or assign this Agreement or transfer or assign any of its rights or assign any of its duties hereunder without the express written consent of the other Party. However, if the parties do mutually agree to an assignment, all rights and obligation set forth herein shall inure to the benefit of the parties and to their respective successors and assigns.

**I. Severability**

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

**J. Entire Agreement**

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

**K. No Authorship Presumptions**

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

**L. Applicable Law, Venue and Controversies**

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to La. R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, special terms and conditions, and specifications listed in the RFP (if applicable); and this Agreement. Any claim or controversy arising out of this Agreement shall be resolved under the process set forth in La. Revised State 39:1672.2-1672.4. Exclusive venue and jurisdiction shall be vested in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

**M. Delay or Omission**

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

**N. Contract Approvals**

Neither party shall be obligated under this Agreement until the approval of this Agreement by the State of Louisiana Office of State Procurement-Professional Contracts and/or the Commissioner of Administration.

**O. Taxes**

Grantee is responsible for payment of all applicable taxes from the funds to be received under this Agreement. Agency's Federal Tax Identification Number is 72-6001208.

**P. Notices**

Any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be either hand-delivered or mailed, postage prepaid by first-class mail, registered or certified, return receipt requested, or delivered by private, commercial carrier, express mail, such as Federal Express, or sent by, telecopy or other similar form of rapid transmission confirmed by written confirmation mailed (postage prepaid by first-class mail, registered or certified, return receipt requested or private, commercial carrier, express mail, such as Federal Express) at substantially the same time as such rapid transmission. All such communications shall be transmitted to the address or numbers set forth below, or such other address or numbers as may be hereafter designated by a Party in written notice to the other Party compliant with this Section.

**To the OCD:**

Executive Director  
State of Louisiana Division of Administration  
Office of Community Development  
P.O. Box 94095  
Baton Rouge, Louisiana 70804-9095  
Office: 225-219-9600  
Facsimile: 225-219-9605

**To the Grantee:**

Matthew Jewell  
Parish President  
St. Charles Parish  
PO Box 302  
Hahnville, LA 70057  
[cchiasson@stcharlesgov.net](mailto:cchiasson@stcharlesgov.net)  
Office: 985-783-5165

**Q. No Third Party Beneficiary**

Nothing herein is intended and nothing herein may be deemed to create or confer any right, action, or benefit in, to, or on the part of any person not a party to this Agreement. This provision shall not limit any obligation which either party has to HUD in connection with the use of CDBG funds, including the obligations to provide access to records and cooperate with audits as provided in this Agreement.

**R. Prohibited Activity**

Grantee shall be prohibited from using, and shall be responsible for its sub-contractors being prohibited from using, the funds provided herein or personnel employed in the administration of the Project for political activities, inherently religious activities, lobbying, political patronage, nepotism activities, and supporting either directly or indirectly the enactment, repeal, modification or adoption of any law, regulation or policy at any level of government. Grantee will comply with the provision of the Hatch Act (5 U.S.C. 1501 *et seq.*), which limits the political activity of employees.

**S. Safety**

Grantee shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages or property, either on or off the worksite, which occur as a result of his performance of the work. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by 29 CFR Parts 1925 and 1926, shall be observed and Grantee shall take or cause to be taken such additional safety and health measures as Grantee may determine to be reasonably necessary.

**T. Fund Use**

Grantee agrees not to use proceeds from this Agreement to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

Grantee and all of its sub-contractors shall certify that they have complied with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee or a member of

Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Grantee and each of its sub-contractors shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

#### **U. Subcontractors**

Grantee may, with prior written permission from the OCD, enter into subcontracts with third parties (“Subcontractors”) for the performance of any part of Grantee’s duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of Grantee to the OCD for any breach in the performance of Grantee’s duties. Subcontractors’ agreements must meet all contracting, indemnity, insurance and regulatory compliance requirements. The parties hereby agree that any non-compete agreement or similar agreement with any Subcontractors seeking to restrain the ability of the Subcontractors to perform any services for the OCD shall be deemed unenforceable, null and void, to the extent of such non-compete provision, but without invalidating the remaining provisions of the contract with the Subcontractor.

Subcontracts shall not include language which restricts the Grantee’s obligation to pay for services performed or materials provided under a subcontract to when the Grantee has been paid under this Agreement, except for circumstances where the reason for the lack of payment to the Grantee is due to deficient performance or lack of performance by the particular subcontractor from which the Grantee seeks to withhold payment. In the event a subcontract contains such language in contravention of this requirement, Grantee shall not enforce such language.

#### **V. Copyright**

No materials, including but not limited to reports, maps, or documents produced as a result of this Agreement, in whole or in part, shall be available to Grantee for copyright purposes. Any such material produced as a result of this Agreement that might be subject to copyright is the property of and all rights shall belong to the OCD.

All records, reports, documents, or other material or data, including electronic data, related to this Agreement and/or obtained or prepared by Grantee, and all repositories and databases compiled or used, regardless of the source of information included therein, in connection with performance of the services contracted for herein shall become the property of the OCD, and shall, upon request, be returned by Grantee to the OCD at termination or expiration of this Agreement. Cost incurred by Grantee to compile and transfer information for return to the OCD shall be billed on a time and materials basis, subject to the maximum amount of this Agreement. Software and other materials owned by Grantee prior to the date of this Agreement and not related to this Agreement shall be and remain the property of Grantee.

The OCD will provide specific project information to Grantee necessary to complete the services described herein. All records, reports, documents and other material delivered or transmitted to Grantee by the OCD shall remain the property of the OCD and shall be returned by Grantee to the OCD, upon request, at termination, expiration or suspension of this Agreement.

**W. Drug Free Workplace Compliance**

Grantee hereby certifies that it shall provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988, as amended. Further, in any contracts executed by and between Grantee and any third parties funded using Grant Funds under this Agreement there shall be a provision mandating compliance with the Drug-Free Workplace Act of 1988, as amended.

**X. Provision Required by Law Deemed Inserted**

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

(Balance of this page left blank intentionally.)



THUS DONE AND SIGNED on the date(s) noted below but effective as of the date given above:

**STATE OF LOUISIANA, OFFICE OF COMMUNITY DEVELOPMENT**

Signed: \_\_\_\_\_

\_\_\_\_\_ Date

Name: Patrick Forbes

Title: Executive Director

**STATE OF LOUISIANA, DIVISION OF ADMINISTRATION**

Signed: \_\_\_\_\_

\_\_\_\_\_ Date

Name: Desiree Honoré Thomas

Title: Assistant Commissioner

**ST. CHARLES PARISH**

Signed: \_\_\_\_\_

\_\_\_\_\_ Date

Name: \_\_\_\_\_

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

St. Charles Parish HRP and RCIP CEA  
Ida, May Recovery Programs

**EXHIBIT A**  
**STATEMENT OF WORK**

The Hometown Revitalization Program and Resilient Communities Infrastructure Program grantees will develop projects that provide resiliency and recovery efforts through infrastructure and economic revitalization in areas impacted by the disasters.

Upon approval of an application, the grantee must provide a project schedule for OCD approval. Failure to comply with the project schedule can result in corrective action or rescission of the award as referenced in Section I (A) above.

**The Timeline**

The projected timeline for projects funded under HRP and RCIP is as follows:

- **Submission of the Recovery Proposal to OCD:**  
Three (3) months from the date the Cooperative Endeavor Agreement (CEA) is executed.
  - **Submission of Project Applications to OCD:**  
Three (3) months from the date the Recovery Proposal is approved.
  - **Submission of each Project-Specific Environmental Review Record:**  
Six (6) months from the date the Project Application is approved.
  - **Submission of Final Project Plans, Specifications, and Cost Estimate (if required):**  
Six (6) months from the date the Project Application is approved.
- Projects that fail to meet the established timeline (including extensions, if any) are subject to cancellation, and/or repayment and reallocation of funds.

**EXHIBIT B  
BUDGET**

**St. Charles Parish - (Ida/May Storms)**

**Hometown Revitalization Program**

Direct Project Costs	\$ 1,979,083.05
Activity Delivery Costs	<u>\$ 349,249.95</u>
	\$ 2,328,333.00

**Resilient Communities Infrastructure Program**

Direct Project Costs	\$ 1,333,519.95
Activity Delivery Costs	<u>\$ 235,327.05</u>
	\$ 1,568,847.00

**Total** **\$ 3,897,180.00**

Eligible expenses include:

1. Salaries and benefits
2. Third-party contractors to support program activities; such activities must be procured in accordance with 2 CFR 200.318 General Procurement Requirements and any additional applicable federal, state or local requirements.
3. Purchasing or leasing of movable equipment.
4. Costs associated with training staff. Eligible training costs are limited to salaries and benefits, workshop, seminar and other types of conference fees, professional certification and membership fees, materials and supplies, and travel, subject to PPM49.
5. Operational costs.

It is intended that the performance of the work under this Agreement, with the exception of the professional services listed above, shall be provided directly by Agency staff, rather than through third parties. Should Agency desire the use of third party contract support, such support must be approved in writing by OCD in advance. OCD will either require a pre-proposal cost analysis of the third party support or alternatively provide such analysis to the Agency. OCD approval is required for contracts which are inconsistent with the pre-proposal cost analysis. Agency is responsible for properly procuring any third party support in compliance with the OCD and federal requirements. Failure to comply with OCD or federal requirements may render the associated expenses ineligible for reimbursement and/or require repayment from the Agency. Agency must submit a quarterly monitoring report and request for reimbursement of eligible costs incurred for reimbursement.

The Parties may agree, in writing, to a revision of the Budget or reallocation of funds between categories with the Budget without the need to amend this Agreement; provided however, that in no case shall any such revisions or reallocations exceed the total allocation under the Agreement.

## EXHIBIT C

### **GRANTEE STATEMENT OF ASSURANCES AND CERTIFICATIONS**

This Applicant/Grantee/Subrecipient hereby assures and certifies that:

1. It will comply with all applicable provisions contained in 78 F.R. 43, 78 F.R. 76, and 78 F.R. 103, and any future applicable Federal Register Notices (collectively the “Notice”).
2. It possesses legal authority to apply for a Community Development Block Grant (“CDBG”) and to execute the proposed CDBG program, in accordance with applicable HUD regulations and the Notice.
3. Its governing body has duly adopted, or passed as an official act, a resolution, motion, or similar action authorizing the filing of the CDBG application and directing and authorizing the person identified as the official representative of the Applicant/Grantee/Subrecipient to act in connection with the application, sign all understandings and assurances contained therein, and to provide such additional information as may be required. It has facilitated citizen participation by providing adequate notices containing the information specified in the program instructions and by providing citizens an opportunity to review and submit comments on the proposed application.

Grantee certifies that it is following a detailed citizen participation plan that satisfies the requirements of 24 CFR 570.486, 24 CFR 91.105 or 91.115, as applicable (except as provided for in notices providing waivers and alternative requirements for this grant).

4. Its chief executive officer, or other officer or representative of Applicant/Grantee/Subrecipient approved by the State:
  - a. Consents to assume the status of a responsible federal official under the National Environmental Policy Act of 1969 (42 U.S.C.A. §4331, et seq.) insofar as the provisions of such Act apply to the proposed CDBG Program; and
  - b. Is authorized and consents, on behalf of the Applicant/Grantee/Subrecipient and himself, to submit to the jurisdiction of the federal courts for the purpose of enforcement of Applicant/Grantee/Subrecipient’s responsibilities and his or her responsibilities as an official.
5. It will develop the CDBG program and use CDBG funds so as to give maximum feasible priority to the following activities, as necessary for establishing eligibility under the applicable funding source, (1) activities that will benefit low and moderate income families, (2) activities that aid in the prevention or elimination of slums or blight, (3) activities that meet other community development needs having a particular urgency, or (4) activities that address the current and future risks identified in the Applicant/Grantee/Subrecipient’s Mitigation Needs Assessment as defined in 84 FR 45838 (August 30, 2019).

6. It will comply with the following applicable federal grant management regulations, policies, guidelines, and/or requirements as they relate to the application, acceptance, and use of federal funds: 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Awards).
7. It will administer and enforce the labor standards requirements set forth in 24 CFR §570.603 and any other regulations issued to implement such requirements.
8. It will comply with the provisions of Executive Order 11988, as amended by Executive Order 12148, relating to evaluation of flood hazards, and Executive Order 12088, as amended by Executive Order 12580, relating to the prevention, control and abatement of water pollution.
9. It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided to Applicant/Grantee/Subrecipient to comply with any accessibility requirements, as required by Title III of the Americans with Disabilities Act of 1990 (42 U.S.C.A. § 12101 et seq.). The Applicant/Grantee/Subrecipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.
10. It will comply with:
  - a. Title VI of the Civil Rights Acts of 1964, 42 U.S.C. §2000d et seq., as amended, and the regulations issued pursuant thereto (24 CFR Part 1), which provide that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant/Grantee/Subrecipient receives federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of federal financial assistance extended to the Applicant/Grantee/Subrecipient, this assurance shall obligate the Applicant/Grantee/Subrecipient, or in the case of any transfer of such property, any transferee, for the period during which the property or structure is used for another purpose involving the provision of similar services or benefits.
  - b. Section 104 (b) (2) of Title I of the Housing and Community Development Act of 1974 (HCDA, 42 U.S.C. §5304.), as amended, which requires administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing. Section 804 of Title VIII of the Civil Rights Act of 1968 (FHA 42 U.S.C. 3604) further prohibits discrimination against any person in the sale or rental of housing, or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person, because of race, color, religion, sex, national origin, handicap or familial status.

- c. Section 109 of Title I of the Housing and Community Development Act of 1974 (42 U.S.C. §5309), and the regulations issued pursuant thereto (24 CFR Part §570.602), which provides that no person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with funds provided under that Part. Section 109 further prohibits discrimination to an otherwise qualified individual with a handicap, as provided under Section 504 of the Rehabilitation Act of 1973, as amended, and prohibits discrimination based on age as provided under the Age Discrimination Act of 1975. The policies and procedures necessary to ensure enforcement of section 109 are codified in 24 CFR part 6.
  - d. Executive Order 11063, as amended by Executive Order 12259, and the regulations issued pursuant thereto, which pertains to equal opportunity in housing and non-discrimination in the sale or rental of housing built with federal assistance.
  - e. Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts. Further, contractors and subcontractors on federal and federally assisted construction contracts shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training and apprenticeship.
  - f. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, which provides that no otherwise qualified individual shall, solely, by reason of his or her handicap be excluded from participation, denied program benefits or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance.
11. The work to be performed under this Agreement, including services performed under any related subcontract or subrecipient agreement, is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3), 24 CFR §75, and 85 FRN 2020 19183-85, and any directives, benchmarks and programmatic requirements hereafter issued by HUD or OCD in the implementation of Section 3 requirements. Section 3 requires that to the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations—recipients must ensure that within the metropolitan area (or nonmetropolitan county) in which the project is located: (1) employment and training opportunities arising in connection with Section 3 Projects are provided to Section 3 Workers ; and (2) contracts for work awarded in connection with Section 3 Projects are provided to business concerns that provide economic opportunities to Section 3 Workers.

12. It will minimize displacement of persons as a result of activities assisted with CDBG funds. In addition, it will:
- a. Administer its programs in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies of 1970, as amended (49 CFR Part 24) and Section 104(d) of the Housing and Community Development Act of 1974 and the implementing regulations at 24 CFR Part 570.496(a), modified by exceptions and waivers previously granted and which may hereinafter be granted by HUD.
  - b. Comply with Title II (Uniform Relocation Assistance) and Sections 301-304 of Title III (Uniform Real Property Acquisition Policy) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. Chapter 61), and HUD implementing instructions at 24 CFR Part 42 and 24 CFR §570.606; and
  - c. Inform affected persons of their rights and of the acquisition policies and procedures set forth in the regulations at 24 CFR Part 42; and
  - d. Provide relocation payments and offer relocation assistance as described in Section 205 of the Uniform Relocation Assistance Act to all persons displaced as a result of acquisition of real property for an activity assisted under the CDBG Program. Such payments and assistance shall be provided in a fair, consistent and equitable manner that ensures that the relocation process does not result in different or separate treatment of such persons on account of race, color, religion, national origin, sex or source of income; and
  - e. Assure that, within a reasonable period of time prior to displacement, comparable decent, safe and sanitary replacement dwellings will be available to all displaced families and individuals and that the range of choices available to such persons will not vary on account of their race, color, religion, national origin, sex, or source of income; and
  - f. Assure that if displacement is precipitated by CDBG funded activities that require the acquisition (either in whole or in part) of real property, all appropriate benefits required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601 et seq., Pub. L. 91-646) and amendments thereto shall be provided to the displaced person(s). Persons displaced by rehabilitation of "Non-Uniform Act" acquisition financed (in whole or in part) with CDBG funds shall be provided relocation assistance in accordance with one of the following: (1) the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as required under 24 CFR Section 570.606 (a) and HUD implementing regulations at 24 CFR Part 42; (2) the requirements in 24 CFR Section 570.606 (b) governing the Residential Antidisplacement and Relocation Assistance Plan under Section 104 (d) of the Housing and Community Development Act of 1974; (3) the relocation requirements of

Section 104 (k) of the Act; (4) the relocation requirements of 24 CFR Section 570.606 (d) governing optional relocation assistance under Section 105 (a) (11) of the Act; and (5) the provisions of 24 CFR Part 511.10 (h) (2) (iii) rental Rehabilitation Program.

- g. It has in effect and is following a residential anti-displacement and relocation assistance plan in connection with any activity assisted with funding under the CDBG program.
13. It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties, in accordance with CDBG regulations.
  14. It will comply with the provisions of the Hatch Act that limit the political activity of employees and the HUD regulations governing political activity at 24 CFR §570.207.
  15. It will give the State and HUD, and any of their representatives or agents, access to and the right to examine all records, books, papers, or documents related to the grant.
  16. It will ensure that the facilities under Applicant/Grantee/Subrecipient's ownership, lease or supervision utilized in the accomplishment of the CDBG Program are not listed on the Environmental Protection Agency's (EPA) list of violating facilities and that it will notify HUD of the receipt of any communication from the EPA Office of Federal Activities indicating that a facility to be used in the CDBG Program is being considered for listing by the EPA as a violating facility.
  17. With regard to environmental impact, it will comply with the National Environmental Policy Act of 1969 (42 U.S.C. §4321-4347), and Section 104(h) of the Housing and Community Development Act of 1974 (42 U.S.C. §5304).
  18. It will comply with the National Historic Preservation Act of 1966 (Title 54 of the United States Code.), as amended, Executive Order 11593, and the Preservation of Archaeological and Historical Data Act of 1966 (Title 54 of the United States Code), as amended, by:
    - a. Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800) by the proposed activity; and
    - b. Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.
  19. It will comply with the provisions in 24 CFR §570.200(c) regarding special assessments to recover capital costs.

In accordance with the Notice, it will not attempt to recover any capital costs of public improvements assisted with Grant Funds, by assessing any amount against properties owned and occupied by persons of low and moderate incomes, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless: (a)



disaster recover grant funds are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under this title; or (b) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, Grantee certifies to the Secretary that it lacks sufficient CDBG funds (in any form) to comply with the requirements of clause (a)

20. It will adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individual engaged in non-violent Civil Rights demonstrations and will enforce applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.
21. It certifies that no federally appropriated funds will be used for any lobbying purposes regardless of the level of government and that it is in compliance with restrictions on lobbying required by 24 CFR part 87, together with disclosure forms, if required by part 87.
22. It will abide by and enforce the conflict of interest requirement set forth in 24 CFR §570.489(h).

No person who exercises or has exercised any functions or responsibilities with CDBG-DR activities shall obtain a financial interest or benefit from any CDBG-DR project or program.
23. It will comply with HUD rules prohibiting the use of CDBG funds for inherently religious activities, as set forth in 24 CFR §570.200(j).
24. Activities involving new building construction, alterations, or rehabilitation will comply with the Louisiana State Building Code and all applicable locally adopted building codes, standards, and ordinances.
25. In relation to labor standards, it will comply with:
  - a. Section 110 of the Housing and Community Development Act of 1974, as amended and as set forth in 24 CFR §570.603.
  - b. Davis-Bacon Act, as amended (40 U.S.C. §3141 et seq.).
  - c. Contract Work Hours and Safety Standards Act (40 U.S.C. §3701 et seq.).
  - d. Federal Fair Labor Standards Act (29 U.S.C. §201 et seq.)
26. It will comply with the flood insurance purchase requirement of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 U.S.C. §4001 et seq., which requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of HUD as an area having special flood hazards. The phrase “federal financial assistance” includes any form of loan, grant, guaranty,

insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal funding. It will comply with 42 USC § 4012a, which requires that if the federal financial assistance is provided in the form of a loan or an insurance or guaranty of a loan, the amount of flood insurance required need not exceed the outstanding principal balance of the loan and need not be required beyond the term of the loan. If the federal financial assistance is in the form of a grant, the requirement of maintaining flood insurance on any dwelling on any part of the property in an amount equal to the lesser of 1) the value of the property less land costs or 2) the maximum amount of flood insurance available under the National Flood Insurance Program to the extent coverage can be obtained under the National Flood Insurance Program, shall apply during the life of the property, regardless of transfer of ownership of such property.

It will comply with all applicable flood insurance requirements contained in the Notice, which includes, but not limited to, compliance with 42 USCA § 4012a and 42 USCA § 5154a. Grantee, its recipients, and its sub-recipients must implement procedures and mechanisms to ensure that assisted property owners comply with all flood insurance requirements, including purchase and notification requirements described in the herein referenced federal statutes, prior to providing assistance. HUD does not prohibit the use of CDBG-DR funds for existing residential buildings in the Special Flood Hazard Area (SFHA) or “100-year” floodplain. However, Federal laws and regulations related to both flood insurance and floodplain management must be followed, as applicable. With respect to flood insurance, a HUD-assisted homeowner for a property located in a SFHA must obtain and maintain flood insurance in the amount and duration prescribed by FEMA’s National Flood Insurance Program. Section 102(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C.A. § 4012a) mandates the purchase of flood insurance protection for any HUD-assisted property within the SPHA.

27. It will comply with the Farmland Protection Policy Act, 7 U.S.C.A. §4201 et seq., which requires recipients of federal assistance to minimize the extent to which their projects contribute to the unnecessary and irreversible commitment of farmland to nonagricultural uses.
28. It will comply with Sections 1012 and 1013 of Title X of the Housing and Community Development Act of 1992 (Public Law 102–550, as amended). The regulation appears within Title 24 of the Code of Federal Regulations as part 35 (codified in 24 CFR 35). The purpose of this regulation is to protect young children from lead-based paint hazards in housing that is financially assisted by the Federal government or sold by the government. This regulation applies only to structures built prior to 1978.
29. It will comply with the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6901, et seq.).
30. It will comply with the Clean Air Act (42 U.S.C. §7401, et seq.), which prohibits engaging in, supporting in any way, or providing financial assistance for, licensing or permitting, or approving any activity which does not conform to the State implementation plan for national primary and secondary ambient air quality standards.

31. In relation to water quality, it will comply with:
- a. The Safe Drinking Water Act of 1974 (42 U.S.C. §§ 201, 300(f) et seq. and U.S.C. §349), as amended, particularly Section 1424(e) (42 U.S.C. §§ 300h-303(e)), which is intended to protect underground sources of water. No commitment for federal financial assistance can be entered into for any project which the U.S. Environmental Protection Agency determines may contaminate an aquifer which is the sole or principal drinking water source for an area; and
  - b. The Federal Water Pollution Control Act of 1972, as amended, including the Clear Water Act of 1977, Public Law 92-212 (33 U.S.C. §1251, et seq.) which provides for the restoration and maintenance of the chemical, physical and biological integrity of the nation's water.
32. It will comply with HUD Environmental Standards (24 CFR, Part 51 and 44 F.R. 40860-40866).
33. With regard to wildlife, it will comply with:
- a. The Endangered Species Act of 1973, as amended (16 U.S.C. §1531 et seq.). Federally authorized and funded projects must not jeopardize the continued existence of endangered and threatened species or result in the destruction of or modification of habitat of such species which is determined by the U.S. Department of the Interior, after consultation with the state, to be critical; and
  - b. The Fish and Wildlife Coordination Act of 1958, as amended, (16 U.S.C. §661 et seq.) which requires that wildlife conservation receives equal consideration and is coordinated with other features of water resource development programs.

*Balance of page left blank intentionally.*

Sign on next page.

Signing these assurances means that Applicant/Grantee/Sub recipient agrees to implement its program in accordance with these provisions. Failure to comply can result in serious audit and/or monitoring findings that require repayment of funds to the State or expending Applicant/Grantee/Sub recipient funds to correct deficiencies.

**Grantee**

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

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



# St. Charles Parish

St. Charles Parish  
Courthouse  
15045 Highway 18  
P.O. Box 302  
Hahnville, LA 70057  
985-783-5000  
[www.stcharlesparish.gov](http://www.stcharlesparish.gov)

## Legislation Details

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**File #:** 2023-0120    **Version:** 1    **Name:** Appoint Official Journal to serve the Parish Council of St. Charles Parish for the period June 2023 through June 2024

**Type:** Appointment    **Status:** In Council - Appointments

**File created:** 5/22/2023    **In control:** Parish Council

**On agenda:** 5/22/2023    **Final action:**

**Enactment date:**    **Yes**

**Title:** A resolution appointing an Official Journal to serve the Parish Council of St. Charles Parish for the period June 2023 through June 2024.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [2023-0120 Official Journal Selection Process.2023](#)  
[RS 43 141 - 43 149 Official Journal](#)

Date	Ver.	Action By	Action	Result
5/22/2023	1	Parish Council		
5/22/2023	1	Parish Council		

**2023-0120**

**May 23, 2023**

**PUBLIC NOTICE**

**Applicants desiring to be considered for selection as Official Journal for the Parish Council of the Parish of St. Charles shall present the Secretary of the Council with a letter proposal containing a firm rate schedule based on a one column inch rate. Proposals must be received by 6:00 p.m., Monday, June 5, 2023, Council Chambers, Courthouse, Hahnville, at which time they shall be publicly opened and read.**

**PUBLISH: MAY 25, 2023**

**ST. CHARLES PARISH COUNCIL  
OFFICIAL JOURNAL SELECTION PROCESS  
2023**

DATES

ACTIVITY

MAY 22

Authorize Public Notice to receive proposals for selection at June 5<sup>th</sup> meeting

MAY 25

Publish Notice seeking proposals

JUNE 5

- 1) Open Proposals
- 2) Appoint Official Journal

Revo

A motion was made by BRADLEY seconded by SIRMON  
to adopt the following:

INTRODUCED BY: VICTOR E. BRADLEY, JR.  
COUNCILMAN AT LARGE, DIVISION A

RESOLUTION NO. 3477

A resolution to establish a procedure  
for publicly receiving and opening  
proposals for selection of Official  
Journal.

WHEREAS, the St. Charles Parish Council unofficially established  
procedures for its annual selection of Official Journal  
for the Parish of St. Charles; and

WHEREAS, letter proposals are presented to the office of the  
Parish Council Secretary by applicants desiring to be  
considered for selection; and

WHEREAS, public notice is given that proposals must be received by  
the deadline established so that proposals may be  
forwarded to Council members for review prior to  
selection; and

WHEREAS, applicants have expressed an interest in being present  
for the opening of the proposals.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST.  
CHARLES PARISH COUNCIL do hereby establish the procedure of  
publicly receiving and opening proposals for selection of Official  
Journal at the Parish Council meeting immediately following the  
deadline.

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

YEAS: BRADLEY, SIRMON, TREGRE, ROBERTS, TALBOT, SOMME', JOHNSON,  
DUHE, DANFORD

NAYS: NONE

ABSENT: NONE

And the resolution was declared adopted this 4th day of  
June, 1990, to become effective five (5) days after  
publication in the Official Journal.

SM Talbot  
COUNCIL CHAIRMAN

Joan Beaud  
SECRETARY

DELIVERED TO PARISH PRESIDENT 6-5-90

APPROVED: sk

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

Alfred D. Lopez  
PARISH PRESIDENT

RETURNED TO SECRETARY ON 6-5-90

AT 2:45 AM/PM

RECEIVED BY JB



<i>Document</i>	<i>Fee</i>
Any adopted long range plan	50.00
Budget book	30.00
Unaudited financial statements	35.00
Audited financial statements	35.00
Nonsufficient fund check fee	30.00
Mailing labels on computer diskette(s), per label \$50.00 minimum fee	0.05

<b>GIS MAPS</b>			
<i>Size</i>	<i>Matte</i>	<i>Glossy</i>	<i>Laminated</i>
8.5 x 11	\$2.00	\$3.00	\$4.00
8.5 x 14	\$3.00	\$4.00	\$5.00
11 x 17	\$4.00	\$5.00	\$8.00
18 x 24	\$8.00	\$11.00	\$17.00
26 x 39	\$18.00	\$25.00	\$39.00
42 x 60	\$44.00	\$62.00	\$97.00
Data—CD/DVD (general data, streets, parcels, etc.)			\$20.00
Custom—CD/DVD (data, extents, tables, etc.)			\$40.00
Imagery—DVD/hard drive (hi resolution aerial photos)			\$75.00 per grid
			\$500.00 whole parish on provided hard drive

The actual costs for postage shall be added to all documents which are mailed.

(b) Either the parish council or the parish president may, whenever the council or the president shall deem it of public interest, waive the charge for any photostatic copy or copies of any ordinance, motion, resolution, or other record of any proceeding of the council. The council secretary may waive the charge for any such copy or copies requested by a governing body, a public official or a parish board or agency.

(c) Such fees as are collected under this section shall be the property of the parish and shall be accounted for by the officer or employee receiving same. All employees providing documents to the public shall complete the required invoice for proper billing at the time services are rendered.

(Ord. No. 82-5-6, §§ I—III, 5-17-82; Ord. No. 85-10-2, §§ I, II, 10-7-85; Ord. No. 92-8-7, § I,

8-3-92; Ord. No. 93-3-16, § I, 3-22-93; Ord. No. 93-12-9, § I, 12-20-93; Ord. No. 95-6-7, § I, 6-5-95; Ord. No. 96-6-8, § 1, 6-18-96; Ord. No. 96-9-4, § 1, 9-9-96; Ord. No. 01-11-2, § I, 11-5-01; Ord. No. 01-11-3, § I, 11-5-01; Ord. No. 03-8-2, § I, 8-4-03; Ord. No. 06-9-7, § I, 9-18-06; Ord. No. 11-8-8, § 1, 8-22-11; Ord. No. 19-4-3, § 1, 4-18-19)

**Sec. 2-3. Selection of parish journal.**

(a) For the purpose of effectively selecting an official journal for the parish council, and upon official request of the council, the secretary to the parish council shall secure and present to the parish council those documents necessary for the consideration and selection of an official journal.

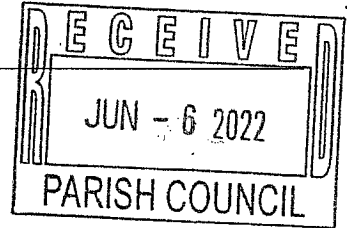
(b) In order to meet the qualifications necessary for the selection as official journal for the parish, the requirements of R.S. 43:141 through 43:149 shall be satisfied in all particulars. (Ord. No. 80-6-17, §§ 1—4, 6-25-80; Ord. No. 85-3-3, §§ III, IV, 3-4-85)

**Sec. 2-4. Procedure to dedicate, or revoke dedication of street, canal, etc.**

(a) A formal act of dedication shall be filed by any person requesting the parish council to accept for maintenance streets and drainage using the following format:

- (1) The act shall state the name of the person dedicating the street or drainage.
- (2) The act shall contain a description of the property in which the street or drainage is located.
- (3) The act shall state the name of the street, the width and length to be accepted.
- (4) All drainage ditches shall be properly marked with widths shown. The dedication shall spell out the width and length of each ditch.
- (5) Two (2) updated maps shall be submitted to accompany each act of dedication. These maps shall give a description of the area including section, tract and range lines; name of subdivision, if

St. Charles  
**Herald-GUIDE** *opened at R mtg.*



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June 6, 2022

To: St. Charles Parish Council

The St Charles Herald-Guide hereby offers a firm rate for providing the advertising service as your Official Journal for twelve months beginning July 1, 2022. The rates are as follows:

\$2.96 per column inch for advertising the newspaper must set into type  
\$2.46 per column inch for advertising the newspaper can scan

These rates comply with the maximum \$6 per 100-word rate set forth by the law of the State of Louisiana for Official Journals. It has been a pleasure to serve as your Official Journal, and we look forward for the opportunity to continue our relationship.

Sincerely,

Jonathan Menard  
Publisher  
St. Charles Herald-Guide

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14236 U.S. Hwy 90, Boutte, LA 70039  
Office 985-758-2795 • Fax 985-758-7000 • 1-800-538-4355

**RS 43:141**

§141. Official journal to be selected by police juries, city and parish councils, municipal corporations, and school boards

A. The police juries, city and parish councils, municipal corporations, and school boards in all the parishes, the parish of Orleans excepted, at their first meeting in June of each year, shall select a newspaper as official journal for their respective parishes, towns, or cities for a term of one year.

B. In any parish which is divided by the Mississippi River and has a population of not less than one hundred thousand the governing body shall have the authority to select two official journals for their respective parishes, one of which shall be located on one bank of the river and the other which shall be located on the opposite bank thereof and no act heretofore performed shall be considered invalid because of any such parish having heretofore designated two such official journals.

Amended by Acts 1958, No. 515, §1; Acts 1986, No. 378, §1, eff. July 2, 1986.

**RS 43:142**

## §142. Qualifications of newspaper

## A. The newspaper:

(1) Shall have been published in an office physically located in the parish in which the body is located for a period of five years preceding the selection.

(2) Shall not have missed during that period as many as three consecutive issues unless caused by fire, flood, strike, or natural disaster.

(3) Shall have maintained a general paid circulation in the parish in which the body is located for five consecutive years prior to the selection.

(4) Shall have been entered in a U.S. post office in that parish under a periodical permit in that parish for a period of five consecutive years prior to the selection.

B. The provisions of this Section relating to the five-year requirement shall not contravene any contract existing between any governing body and a newspaper on and prior to May 11, 1970; nor shall the five-year requirement herein be applied in assessing the qualifications of a newspaper which was in existence on May 11, 1970; nor shall any provision of this Chapter prohibit a publication from becoming an official journal in Jefferson Parish if the publication is qualified to publish judicial advertisements and legal notices in Jefferson or Orleans Parish or has actually published official proceedings within one year prior to June 1, 1986, of any municipal corporation, parish council, police jury, or school board within Jefferson Parish.

Amended by Acts 1950, No. 289, §1; Acts 1952, No. 276, §1; Acts 1970, No. 111, §1; Acts 1986, No. 378, §1, eff. July 2, 1986; Acts 1997, No. 422, §1; Acts 2011, 1<sup>st</sup> Ex. Sess., No. 36, §1; Acts 2014, No. 197, §1, eff. May 22, 2014.

NOTE: See also R.S. 43:140(3) regarding definition of newspaper.

**RS 43:143**

§143. Newspaper selected to be known as official journal; duties

The newspaper selected shall be known as the official journal of the parish, town, city or school board, and it shall publish all minutes, ordinances, resolutions, budgets and other official proceedings of the police jury, town or city councils, or the school board.

**RS 43:144**

## §144. Penalty for failure to have proceedings published

The official of any municipal corporation, police jury, or school board by law responsible for the preparing and recording of the official proceedings who, within twenty days from the date of any meeting at which the official proceedings were had, wilfully neglects or fails to furnish the official journal with a copy of the minutes, ordinances, resolutions, budgets, and proceedings for publication, shall be fined not less than twenty-five dollars nor more than five hundred dollars, or be imprisoned for not less than ten days nor more than six months, or both.

Acts 2010, No. 251, §1.

**RS 43:145**

§145. Municipalities to select newspaper located within their boundaries

Municipal corporations shall select an official journal published in an office physically located within their municipal boundaries if a newspaper as defined in R.S. 43:140(3) is published therein. If no qualified newspaper is published within the municipal boundaries, a newspaper published in the parish of the municipal corporation which meets the requirements of a newspaper as defined in R.S. 43:140(3) shall be selected.

Acts 1986, No. 378, §1, eff. July 2, 1986.

**RS 43:146**

§146. Designation of other newspaper when no newspaper published in the parish

Where there is no newspaper published in an office physically located within the parish which meets the requirements of R.S. 43:140(3), a newspaper in an adjoining parish may be designated as the official journal.

Acts 1986, No. 378, §1, eff. July 2, 1986.



**RS 43:147**

## §147. Compensation for printing

A. The police juries, municipal corporations, and school boards throughout the state, may, at their option, have their official proceedings published by contract, which contract may not provide for a cost in excess of the maximum amounts hereinafter provided for. Payment may be made monthly or quarterly at the option of the police jury, municipal corporation, or school board, unless otherwise provided in any contract entered into for the publication of official proceedings.

B. When the publication of proceedings is not done by contract providing for a lesser amount, the cost of advertisement in all parishes which do not contain a city of over one hundred thousand population shall not exceed the rate of six dollars per square of one hundred words or a fraction thereof. When the insertion contains material to be set in tabular form, the tabulated matter shall be computed on the basis of the number of words of straight matter which would occupy identical space.

C. The agate line shall be the unit of basis of measurement and charges for all official proceedings published in parishes containing a city of more than one hundred thousand, but less than three hundred thousand population. When the publication of the proceedings is not done by contract providing for a lesser amount, the printing shall be let at not over thirty-three cents per agate line of space occupied by each insertion.

D. The agate line shall be the unit or basis of measurement and charge for all official proceedings published in parishes containing a city of more than three hundred thousand population. When the publication of the proceedings is not done by contract providing for a lesser amount, the printing shall be let at not over thirty-seven cents per agate line of space occupied by each insertion.

Amended by Acts 1962, No. 138, §1; Acts 1972, No. 89, §1; Acts 1976, No. 485, §1; Acts 1980, No. 317, §1, eff. June 1, 1981; Acts 1999, No. 501, §2, eff. June 28, 1999.

**RS 43:148**

§148. Bids may be required

In printing what is generally designated as job work, or commercial printing, bids may be required for any work exceeding twenty-five dollars, and the contract shall then be awarded to the lowest bidder.

**RS 43:149**

§149. Vacancy; how filled

In case of vacancy the governing body shall select an official journal for the unexpired term.