

St. Charles Parish

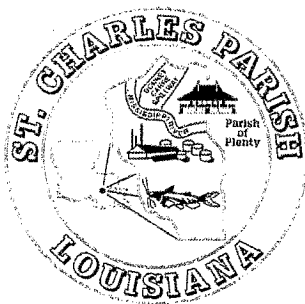
Meeting Minutes

Monday, May 6, 2024

6:00 PM

Council Chambers, Courthouse

Final



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

Parish Council

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



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La Sandra D. Wilson, Heather Skiba, Walter Pilié,
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Monday, May 6, 2024

6:00 PM

Council Chambers, Courthouse

ATTENDANCE

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

Also Present

Parish President Matthew Jewell, Legal Services Director Corey Oubre, Legal Services Assistant Director Robert Raymond, Chief Administrative Officer Mike Palamone, Deputy Chief Administrative Officer Samantha de Castro, Chief Operations Officer Darrin Duhe, Finance Director Grant Dussom, Public Works Director Miles Bingham, Senior Projects Manager Sam Scholle, Planning & Zoning Director Michael Albert, Parks and Recreation Director Duane Foret, General Government Buildings Facilities Manager Bob Messerly, Eric Zurcher, Public Information Office

CALL TO ORDER

PRAYER / PLEDGE

Pastor Charles Johnson, Sr.
Mount Zion Community Church, Boutte

APPROVAL OF MINUTES

A motion was made by Councilmember Skiba, seconded by Councilmember Comardelle, to approve the minutes from the regular meeting of April 15, 2024. The motion carried by the following vote:

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

Nay: 0

REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)

2024-0160

Department of Planning & Zoning/CZM

Planning & Zoning Director Michael Albert reported on the Planning & Zoning Department and Coastal Zone Management.

Councilwoman Fonseca spoke on the matter.

Mr. Albert spoke on the matter.

Councilman Pilié spoke on the matter.

Parish President Matthew Jewell spoke on the matter.

Chairman Fisher spoke on the matter.

Reported

2024-0161

Parish President Remarks/Report

Sponsors: Mr. Jewell

Parish President Matthew Jewell reported.

Reported

IN ACCORDANCE WITH ARTICLE IV, SECTION B OF THE HOME RULE CHARTER, CHAIRMAN FISHER AUTHORIZED THAT THE ORDINANCES, HAVING BEEN PRESENTED FOR INTRODUCTION, DISTRIBUTED TO COUNCIL MEMBERS AND THE PARISH PRESIDENT, AND NOT REJECTED BY TWO-THIRDS OF THE COUNCIL MEMBERS, ARE TO BE PUBLISHED IN SUMMARY FORM AS FOLLOWS IN THE OFFICIAL JOURNAL WITH NOTICE OF PUBLIC HEARING TO BE HELD ON MONDAY, MAY 20, 2024, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, TO BE CONSIDERED FOR FINAL PASSAGE:

2024-0165

An ordinance to provide for the installation of **“ALL-WAY STOP”** signs at the intersection of Cove Pointe Drive and Cove Glen Lane, in Ashton Plantation Subdivision in Luling.

Sponsors: Ms. deBruler

Publish/Scheduled for Public Hearing to the Parish Council on May 20, 2024

2024-0166

An ordinance to approve a purchase and/or expropriate a 10,275 square foot perpetual drainage servitude designated as P-100 and a 1,432 square foot temporary construction servitude designated as T-100 over property owned by Cristina & Lauricella, Inc., for the Montz Pump Station and Drainage Modification Project.

Sponsors: Mr. Jewell and Department of Public Works

Publish/Scheduled for Public Hearing to the Parish Council on May 20, 2024

2024-0167

An ordinance approving and authorizing the execution of a Professional Services Agreement with Royal Engineers & Consultants, LLC, to create the St. Charles Parish Coastal Restoration Strategy (Parish Project No. N/A), in the not to exceed amount of \$250,000.00.

Sponsors: Mr. Jewell and Department of Planning & Zoning

Publish/Scheduled for Public Hearing to the Parish Council on May 20, 2024

2024-0168

An ordinance approving and authorizing the execution of a Professional Services Agreement with DRC Emergency Services, LLC and Lemoine Disaster Recovery, L.L.C. for Disaster Recovery Services for St. Charles Parish.

Sponsors: Mr. Jewell

Publish/Scheduled for Public Hearing to the Parish Council on May 20, 2024

2024-0169

An ordinance approving and authorizing the execution of Change Order No. 2 (Final) for the West Bank Bridge Park Improvements, Phase I, (Project No. RECWB122) to increase the contract time by 11 days.

Sponsors: Mr. Jewell and Department of Parks and Recreation

Publish/Scheduled for Public Hearing to the Parish Council on May 20, 2024

2024-0170

An ordinance approving and authorizing the execution of Change Order No. 1 (Final) for the West Bank Bridge Park Improvements, Phase I Lighting, (Project No. RECWB122), to increase the contract time by 12 days.

Sponsors: Mr. Jewell and Department of Parks and Recreation

Publish/Scheduled for Public Hearing to the Parish Council on May 20, 2024

2024-0171

An ordinance approving and authorizing the execution of Change Order No. 1 (Final) for the West Bank Bridge Park Tennis and Pickleball Courts (Project No. RECWB122) to increase the contract time by 106 days.

Sponsors: Mr. Jewell and Department of Parks and Recreation

Publish/Scheduled for Public Hearing to the Parish Council on May 20, 2024

2024-0172

An ordinance approving and authorizing the execution of a Cooperative Endeavor Agreement with the St. Charles Parish Law Enforcement District and St. Charles Parish to remove and replace the New Sarpy Substation with a new facility which will be located on the same property.

Sponsors: Mr. Jewell

Publish/Scheduled for Public Hearing to the Parish Council on May 20, 2024

2024-0173

An ordinance to amend the 2023 Consolidated Operating and Capital Budget to adjust Beginning Fund Balances to Actuals and to adjust Revenues and Expenditures in various funds.

Sponsors: Mr. Jewell and Department of Finance

Publish/Scheduled for Public Hearing to the Parish Council on May 20, 2024

PLANNING AND ZONING PETITIONS

1 2024-0154

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from R-1A to C-3 on Lots 3 and 4, Block 1A1, Good Hope Plantation Subdivision, 878 Marino Drive, Norco, as requested by Darryle Keith and Kristi Lott for Keith Lott's Plumbing, LLC.

Sponsors: Mr. Jewell and Department of Planning & Zoning

Reported:

P & Z Department Recommended: Approval

Planning Commission Recommended: Approval

Planning & Zoning Director Michael Albert spoke on the matter.

Public Hearing Requirements Satisfied

Council Discussion

VOTE ON THE PROPOSED ORDINANCE

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

Nay: 0

Enactment No: 23-5-1

2 2024-0155

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from R-1A to R-2 on Lots 6A, 6B, 6C, and 6D, being a Resubdivision of Lot 6, Gassen Estate, Luling as requested by Richard D. Whitney Jr. for Whitney Properties XII, LLC.

Sponsors: Mr. Jewell and Department of Planning & Zoning

Reported:

P & Z Department Recommended: Approval

Planning Commission Recommended: Approval

Planning & Zoning Director Michael Albert spoke on the matter.

Speakers:

Mr. Richard Whitney, Hahnville

Mr. Blake Comardelle, Luling

Ms. Gwen Doherty, Luling

Mr. Emmet Johnson, Luling

Mr. Sidney Gassen, Luling

Mr. Sidney Simmons, Luling

Ms. Trisha Parr, Luling

Mr. Jeffrey Johnson, Luling

Ms. Sandy Johnson, Luling

Public Hearing Requirements Satisfied

Council Discussion

Mr. Albert spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE

Yea: 2 - Mobley and O'Daniels

Nay: 7 - Fonseca, Wilson, Skiba, Pilié, Comardelle, Fisher and deBruler

Failed

**ORDINANCES SCHEDULED FOR PUBLIC HEARING
(INTRODUCED AT PREVIOUS MEETING)****3** 2024-0137

An ordinance approving and authorizing the execution of Change Order No. 2 (Final) for the Ellington Structures - Kellogg Pump Station T-Wall Project No. P080905-5F, CPRA Project No. BA-0244, as part of the West Bank Hurricane Protection Levee Project, to decrease the contract amount by \$76,103.06 and decrease the contract time by forty-one (41) days.

Sponsors: Mr. Jewell and Department of Public Works

Reported:

Public Works Department Recommended: Approval
Senior Projects Manager Sam Scholle spoke on the matter.

Public Hearing Requirements Satisfied

Council Discussion

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

VOTE ON THE PROPOSED ORDINANCE

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

Nay: 0

Enactment No: 24-5-2

23 2024-0151

An ordinance approving and authorizing the execution of a Lease Agreement between the St. Charles Parish School Board and St. Charles Parish Department of Parks and Recreation for the use of various school sites for recreational purposes.

Sponsors: Mr. Jewell and Department of Parks and Recreation

Reported:

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

Public Hearing Requirements Satisfied

Council Discussion

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

VOTE ON THE PROPOSED ORDINANCE

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

Nay: 0

Enactment No: 24-5-3

30 2024-0153

An ordinance approving and authorizing the execution of a Professional Services Agreement with Grace Hebert Curtis Architects, LLC, to perform architectural services for a St. Charles Parish Library Hahnville Branch, in the amount not to exceed \$387,941.00.

Sponsors: Mr. Jewell

Reported:

Parish President Recommended: Approval
St. Charles Parish Library Assistant Director Amy Duke spoke on the matter.

Council Discussion

Public Hearing Requirements Satisfied

Further Council Discussion

VOTE ON THE PROPOSED ORDINANCE

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

Nay: 0

Enactment No: 24-5-4

52 2024-0156

An ordinance approving and authorizing the execution of a Contract with Barriere Construction Co., L.L.C., for the Willowdale Turn Lane (Project No. P230804), in the amount of \$389,442.70.

Sponsors: Mr. Jewell and Department of Public Works

Reported:

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

Public Hearing Requirements Satisfied

Parish President Matthew Jewell spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE

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

Nay: 0

Enactment No: 24-5-5

59 2024-0157

An ordinance approving and authorizing the execution of Change Order No. 2 for the St. Charles Parish Courthouse 2nd Floor Renovation, (Project No. GBCH0518), to decrease the contract amount by \$75,539.00.

Sponsors: Mr. Jewell and General Government Buildings

Reported:

General Government Buildings Recommended: Approval
Chief Operations Officer Darrin Duhe spoke on the matter.

Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

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

Nay: 0

Enactment No: 24-5-6

62 2024-0158

An ordinance approving and authorizing the execution of Change Order No. 3 for the SCP E. Dufresne Community Center Ida & Window Repairs, (Project No. EDCC 0322), to increase the contract amount by \$17,178.00 and increase the contract time by 125 days.

Sponsors: Mr. Jewell and General Government Buildings

Reported:

General Government Buildings Recommended: Approval
Chief Operations Officer Darrin Duhe spoke on the matter.

Public Hearing Requirements Satisfied

Council Discussion

Mr. Duhe spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE

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

Nay: 0

Enactment No: 24-5-7

81 2024-0159

An ordinance approving and authorizing the execution of a Contract with Battco Construction and Maintenance, Inc., for the St. Charles Parish 1st Floor Courthouse Renovation (Project No. NO-GBCH023), in the amount of \$1,965,000.00.

Sponsors: Mr. Jewell and General Government Buildings

Reported:

General Government Buildings Recommended: Approval
Chief Operations Officer Darrin Duhe spoke on the matter.

Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

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

Nay: 0

Enactment No: 24-5-8

RESOLUTIONS

89 2024-0162

A resolution endorsing a waiver from Appendix C, Subdivision Regulations of 1981, Section III. Geometric Standards, C. Lots, 1. Size, as requested by Tracy and Monica Trepagnier.

Sponsors: Mr. Jewell and Department of Planning & Zoning

Reported:

P & Z Department Recommended: Denial: If the Planning Commission supports the waiver request and approves the resubdivision, the approval should be stipulated on the submittal of a follow-up administrative resubdivision for the consolidation of Lot 12A-2 into the adjacent property. Planning and Zoning could withhold forwarding the request for the Council's supporting resolution of the waivers until such application is submitted.

Planning Commission Recommended: Approval w/Stip: Approval, with the stipulation from the Planning Department and contingent on this specific sale to the neighbor of the adjacent lot.

Planning & Zoning Director Michael Albert spoke on the matter.

Public comment opened; no public comment

Council Discussion

Mr. Albert spoke on the matter.

VOTE ON THE PROPOSED RESOLUTION

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

Nay: 0

Enactment No: 6767

91 2024-0163

A resolution endorsing a waiver from Appendix C, Subdivision Regulations of 1981, Section III. Geometric Standards, B. Blocks, 3. Arrangement, as requested by Louis M. Andolsek for Ashton Plantation Estates, LLC.

Sponsors: Mr. Jewell and Department of Planning & Zoning

Reported:

P & Z Department Recommended: Approval w/Stip: Approval, inclusive of the required Arrangement waiver as referenced under the Findings section of this report.

Planning Commission Recommended: Approval w/Stip: Approval, inclusive of the required Arrangement waiver as referenced under the Findings section of this report. Planning & Zoning Director Michael Albert spoke on the matter.

Speakers:

Mr. Troy Bellanger, Thibodaux

Council Discussion

Mr. Bellanger spoke on the matter.

VOTE ON THE PROPOSED RESOLUTION

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

Nay: 0

Enactment No: 6768

APPOINTMENTS

2024-0147

A resolution appointing a member to the Hospital Service District No. 1, Parish of St. Charles.

Nominee:

Councilwoman Fonseca nominated Mr. James "Jake" Lemmon

Nomination(s) Accepted

A motion was made by Councilmember Fonseca, seconded by Councilmember Wilson, to Close Nomination(s) for File No. 2024-0147. The motion carried by the following vote:

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

Nay: 0

Nomination(s) Closed

2024-0148

A resolution appointing a member to the Hospital Service District No. 1, Parish of St. Charles.

Nominee:

Councilwoman Fonseca nominated Mr. Timothy J. Vial

Nomination(s) Accepted

A motion was made by Councilmember deBruler, seconded by Councilmember Comardelle, to Close Nomination(s) for File No. 2024-0148. The motion carried by the following vote:

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

Nay: 0

Nomination(s) Closed

2024-0149

A resolution appointing a member to the St. Charles Parish Planning & Zoning Commission as the District IV Representative.

Nominee:

Councilman Comardelle nominated Mr. Jack Keen

Nomination(s) Accepted

A motion was made by Councilmember Fonseca, seconded by Councilmember Wilson, to Close Nomination(s) for File No. 2024-0149. The motion carried by the following vote:

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

Nay: 0

Nomination(s) Closed

2024-0150

A resolution appointing a member to the St. Charles Parish Planning & Zoning Commission as the District VI Representative.

Nominee:

Councilman Fisher nominated Mr. Carmine Frangella

Nomination(s) Accepted

A motion was made by Councilmember Fonseca, seconded by Councilmember deBruler, to Close Nomination(s) for File No. 2024-0150. The motion carried by the following vote:

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

Nay: 0

Nomination(s) Closed

ADJOURNMENT

A motion was made by Councilmember Skiba, seconded by Councilmember deBruler, to adjourn the meeting at approximately 7:29 pm. The motion carried by the following vote:

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

Nay: 0

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.


Michelle Impastato
Council Secretary

2024-0154

**INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PLANNING & ZONING)**

ORDINANCE NO. 24-5-1

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from R-1A to C-3 on Lots 3 and 4, Block 1A1, Good Hope Plantation Subdivision, 878 Marino Drive, Norco, as requested by Darryle Keith and Kristi Lott for Keith Lott's Plumbing, LLC.

WHEREAS, Darryle Keith and Kristi Lott for Keith Lott's Plumbing, LLC requests a rezoning from R-1A to C-3 on Lots 3 and 4, Block 1A1, Good Hope Plantation Subdivision, Norco as shown on the survey by Nathan J. Junius, PE, PLS dated December 11, 2023; and,

WHEREAS, the Planning and Zoning Department recommended approval of the request; and,

WHEREAS, the Planning and Zoning Commission recommended approval of the request at its regular meeting on April 4, 2024.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. The Zoning Ordinance of 1981 is amended to change the zoning classification from R-1A to C-3 on Lots 3 and 4, Block 1A1, Good Hope Plantation Subdivision, Norco as shown on the survey by Nathan J. Junius, PE, PLS dated December 11, 2023, as requested by Darryle Keith and Kristi Lott for Keith Lott's Plumbing, LLC.

SECTION II. The Department of Planning and Zoning is authorized to amend the Official Zoning Map, St. Charles Parish, Louisiana to reflect this reclassification from R-1A to C-3 on Lots 3 and 4, Block 1A1, Good Hope Plantation Subdivision, Norco as shown on the survey by Nathan J. Junius, PE, PLS dated December 11, 2023, as requested by Darryle Keith and Kristi Lott for Keith Lott's Plumbing, LLC.

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

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

NAYS: NONE

ABSENT: NONE

And the ordinance was declared adopted this 6th day of May, 2024, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Fisher

SECRETARY: Michelle Dupontato

DLVD/PARISH PRESIDENT: May 6, 2024

APPROVED: DISAPPROVED:

PARISH PRESIDENT: Matthew Jewell

RETD/SECRETARY: May 6, 2024

AT: 7:46pm RECD BY: [Signature]

2024-0155

**INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PLANNING & ZONING)**

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from R-1A to R-2 on Lots 6A, 6B, 6C, and 6D, being a Resubdivision of Lot 6, Gassen Estate, Luling as requested by Richard D. Whitney Jr. for Whitney Properties XII, LLC.

WHEREAS, Richard D. Whitney Jr. for Whitney Properties XII, LLC requests a rezoning from R-1A to R-2 on Lots 6A, 6B, 6C, and 6D, being a Resubdivision of Lot 6, Gassen Estate, Luling as shown on the survey by Louis J. Gassen Jr., PLS dated August 19, 2021; and,

WHEREAS, the Planning and Zoning Department recommended approval of the request; and,

WHEREAS, the Planning and Zoning Commission recommended approval of the request at its regular meeting on April 4, 2024.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. The Zoning Ordinance of 1981 is amended to change the zoning classification from R-1A to R-2 on Lots 6A, 6B, 6C, and 6D, being a Resubdivision of Lot 6, Gassen Estate, Luling as shown on the survey by Louis J. Gassen Jr., PLS dated August 19, 2021, as requested by Richard D. Whitney Jr. for Whitney Properties XII, LLC.

SECTION II. The Department of Planning and Zoning is authorized to amend the Official Zoning Map, St. Charles Parish, Louisiana to reflect this reclassification from R-1A to R-2 on Lots 6A, 6B, 6C, and 6D, being a Resubdivision of Lot 6, Gassen Estate, Luling as shown on the survey by Louis J. Gassen Jr., PLS dated August 19, 2021, as requested by Richard D. Whitney Jr. for Whitney Properties XII, LLC.

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

YEAS: MOBLEY, O'DANIELS

NAYS: FONSECA, WILSON, SKIBA, PILIÉ, COMARDELLE, FISHER, DEBRULER

ABSENT: NONE

PROPOSED ORDINANCE FAILED FOR LACK OF A FAVORABLE MAJORITY ON
MAY 6, 2024.

2024-0155 Failed Ord 2024-5-R

2024-0137

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

ORDINANCE NO. 24-5-2

An ordinance approving and authorizing the execution of Change Order No. 2 (Final) for the Ellington Structures - Kellogg Pump Station T-Wall Project No. P080905-5F, CPRA Project No. BA-0244, as part of the West Bank Hurricane Protection Levee Project, to decrease the contract amount by \$76,103.06 and decrease the contract time by forty-one (41) days.

WHEREAS, Ordinance No. 08-10-7 adopted October 20, 2008, by the St. Charles Parish Council, approved and authorized the execution of a Contract for Engineering Services with BURK-KLEINPETER, INC. for necessary professional engineering services associated with Parish Project No. P080905 St. Charles Parish West Bank Hurricane Protection Levee and Urban Flood Control; and,

WHEREAS, Resolution No. 6522 adopted on November 16, 2020, by the St. Charles Parish Council, approved and authorized the execution of an Intergovernmental Agreement between the State of Louisiana through the Coastal Protection and Restoration Authority Board and St. Charles Parish Government regarding the construction of the Kellogg Pump Station T-Wall (BA-0244) project in Luling to provide \$2,500,000.00 in funding for the construction costs of said project; and,

WHEREAS, Ordinance 22-3-12 adopted March 21, 2022, by the St. Charles Parish Council, approved and authorized the execution of a contract with Sealevel Construction, Inc., for Project No. P080905-5F, CPRA Project No. BA-0244, Ellington Structures-Kellogg Pump Station T-Wall, as part of the West Bank Hurricane Protection Levee Project, in the amount of \$4,323,888.00; and,

WHEREAS, Ordinance 23-1-5 adopted January 23, 2023, by the St. Charles Parish Council, approved and authorized Change Order No. 1 for the Ellington Structures-Kellogg Pump Station T-Wall Project No. P080905-5F, CPRA Project No. BA-0244, as part of the West Bank Hurricane Protection Levee Project, to increase the contract amount by \$113,705.00 and increase the contract time by ninety (90) days; and,

WHEREAS, Change Order No. 2 (Final) is a result of changes within the scope of the contract to modify quantities to accurately reflect the final balancing of the project line items for the construction amount; and,

WHEREAS, the decrease in contract amount by \$76,103.06 is a result of a decrease in quantity for two (2) bid line items, an increase in quantity for three (3) bid line items, a deletion of three (3) bid line items, and an addition of two (2) bid line items; and,

WHEREAS, the decrease in contract time by forty-one (41) days is due to good weather and adequate contractor staffing.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Change Order No. 2 (Final) for the Ellington Structures - Kellogg Pump Station T-Wall Project No. P080905-5F, CPRA Project No. BA-0244 as part of the West Bank Hurricane Protection Levee Project, to decrease the contract amount by \$76,103.06 and decrease the contract time of forty-one (41) days is hereby approved and accepted.

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

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

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

And the ordinance was declared adopted this 6th day of May, 2024, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Byr Fisher
SECRETARY: Michelle Dupont
DLVD/PARISH PRESIDENT: May 16, 2024
APPROVED: DISAPPROVED:

PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: May 16, 2024
AT: 7:46pm RECD BY: [Signature]

SECTION 00806

CHANGE ORDER

No. 2 (Final)

DATE OF ISSUANCE 03/09/2024

EFFECTIVE DATE 5/10/24

Owner: St. Charles Parish

Contractor: Sealevel Construction, Inc.

Contract: Kellogg Pump Station T-Wall

Project: Kellogg Pump Station T-Wall

Owner's Contract No. P080905-5F

Engineer's Contract No. 10475

Engineer: Burk-Kleinpeter, Inc.

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

Description:

1. Delete the Following Work Items:

- | | | |
|----|---|------------------|
| a. | Contract Item #: [23] Bypass Pumping
Delete item in its entirety. | (- \$ 50,000.00) |
| b. | Contract Item #: [30] Silt Fence
Delete item in its entirety. | (- \$ 2,400.00) |
| c. | Contract Item #: [31] Truck Washdown Racks
Delete item in its entirety. | (- \$ 6,500.00) |

Total of Deducted Items = (- \$ 58,900.00)

Add the Following Work Items:

- | | | |
|----|---|-----------------|
| a. | New Contract Item #: [CO2-1] WCD #006 – Install 4” Perforated Pipe
Addition of \$ 8,925.00 (LS). | (+ \$ 8,925.00) |
| b. | New Contract Item#: [CO2-2] WCD #006 – Install/Remove Grout on Concrete Pad
Addition of \$ 3,800.00 (LS). | (+ \$ 3,800.00) |

Total of Added Work Items = (+ \$ 12,725.00)

2. Revise the Following Work Item Quantities:

- a. Contract Item #: [34] Excavated Material Hauled Off-Site
The quantity is to be changed to *1,288.14 CY*. (- \$ 21,129.46)
- b. Contract Item #: [35] Embankment
The quantity is to be changed to *1,437.58 CY*. (+ \$ 40,127.40)
- c. Contract Item #: [36] Embankment Off-Site
The quantity is to be changed to *100.00 CY*. (- \$ 60,976.00)
- d. Contract Item #: [37] Surfacing
The quantity is to be changed to *120.00 CY*. (+ \$ 10,800.00)
- e. Contract Item #: [42] Incidental Paving
The quantity is to be changed to *295.00 SY*. (+ \$ 1,250.00)

Total of Change in Work Items Quantity = (- \$ 29,928.06)

Reason for Change Order:

1. Deleted Work Items

- a. Line item [23] was not used {-1 LS}.
- b. Line item [30] was not used {-200 LF}.
- c. Line item [31] was not used {-1 EA}.

2. Add Work Items

- a. [CO2-1] WCD #006 – To ensure proper drainage of the discharge pipe area, the contractor was to install a French Drain system under the stair pad and tie it directly into the newly installed catch basin. This item includes the work associated with furnishing and installing the 4” perforated pipe {+ \$8,925.00 LS}.
- b. [CO2-2] WCD #006 – To ensure proper drainage of the discharge pipe area, the contractor was to install a French Drain system under the stair pad and tie it directly into the newly installed catch basin. This item includes the work associated with removing the grout initially installed to help alleviate the drainage issue so that the perforated pipe could be installed {+ \$3,800.00 LS}.

3. Revise Work Item Quantities

- a. [34] The quantity has been changed based on the comparison of the initial and final surveys {- 1,920.86 CY}.
- b. [35] The quantity has been changed based on the comparison of the initial and final surveys. In addition, due to more useable material at the site than expected much of the quantity from Item 36 – Embankment (Off-Site) was balanced into this item per WCD #004 {+ 1,337.58 CY}.
- c. [36] The quantity has been changed based on the comparison of the initial and final surveys. In addition, due to more useable material at the site than expected much of the quantity from this item was balanced into Item 35 - Embankment per WCD #004 {- 1,648.00 CY}.
- d. [37] Increased quantity only needed to complete the project including the additional quantity added in WCD #005 {+ 90 CY}.
- e. [42] Increased quantity only needed to complete the project including the additional quantity added in WCD #003 {+ 10 SY}.

4. Change in Contract Time

N/A

CHANGE IN CONTRACT PRICE:
Original Contract Price \$ <u>4,323,888.00</u>
Net Increase (Decrease) from previous Change Orders No. <u>1</u> to <u>1</u> : \$ <u>113,705.00</u>
Contract Price prior to this Change Order: \$ <u>4,437,593.00</u>
Net increase (decrease) of this Change Order: \$ <u>- 76,103.06</u>
Contract Price with all approved Change Orders: \$ <u>4,361,489.94</u>

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: <u>December 3, 2023</u> Ready for final payment: <u>January 19, 2024</u>
Net change from previous Change Orders No. <u>1</u> to No. <u>1</u> : Substantial Completion: <u>+90 (days)</u> Ready for final payment: <u>+90 (days)</u>
Contract Times prior to this Change Order: Substantial Completion: <u>March 18, 2024</u> Ready for final payment: <u>Upon Issuance of Certificate of Final Acceptance</u>
Net increase (decrease) this Change Order: Substantial Completion: <u>-41 (days)</u> Ready for final payment: <u>----</u>
Contract Times with all approved Change Orders: Substantial Completion: <u>February 6, 2024</u> Ready for final payment: <u>Upon Issuance of Certificate of Final Acceptance</u>

RECOMMENDED:

By: [Signature]
ENGINEER (Authorized Signature)

Date: 4/1/2024

APPROVED:

By: [Signature]
OWNER (Authorized Signature)

Date: 5/10/24

ACCEPTED:

By: [Signature]
CONTRACTOR (Authorized Signature)

Date: 4/2/2024



ST. CHARLES PARISH

OFFICE OF THE COUNCIL SECRETARY

P.O. BOX 302 • HAHNVILLE, LOUISIANA 70057
(985) 783-5000 • Fax: (985) 783-2067
www.stcharlesparish.gov


COUNCIL OFFICE MEMORANDUM **RECEIVED**

JAN 30 2023

BKI

DATE: JANUARY 25, 2023

TO: MR. MILES BINGHAM
PUBLIC WORKS DIRECTOR

FROM: MICHELLE IMPASTATO
COUNCIL SECRETARY 

RE: CHANGE ORDER NO. 1
ELLINGTON STRUCTURES-KELLOGG PUMP STATION T-WALL

On January 23, 2023, the St. Charles Parish Council adopted Ordinance No. 23-1-5 approving and authorizing the execution of Change Order No. 1 for the Ellington Structures-Kellogg Pump Station T-Wall Project No. P080905-5F, CPRA Project No. BA-0244, as part of the West Bank Hurricane Protection Levee Project, to increase the contract amount by \$113,705.00 and increase the contract time by ninety (90) days.

A fully executed ordinance and change order have been recorded. A copy of the recorded ordinance along with two (2) original change orders have been provided to Mr. Sam Scholle to be placed with each contract book previously forwarded to Mr. Scholle's office.

MI/sm

Enclosures

cc: Parish Council
Mr. Billy Raymond w/enclosure
Mr. Corey Oubre w/enclosure
Mr. Grant Dussom w/enclosure.
Ms. Carla Chiasson w/enclosure
Mr. Brandon Bernard w/enclosure
Mr. Sam Scholle w/original enclosure
✓Burk-Kleinpeter, Inc. w/original enclosure
Sealevel Construction, Inc. w/original enclosure

2022-0356

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

ORDINANCE NO. 23-1-5

An ordinance approving and authorizing the execution of Change Order No. 1 for the Ellington Structures-Kellogg Pump Station T-Wall Project No. P080905-5F, CPRA Project No. BA-0244, as part of the West Bank Hurricane Protection Levee Project, to increase the contract amount by \$113,705.00 and increase the contract time by ninety (90) days.

WHEREAS, Ordinance No. 22-3-12, adopted March 21, 2022 by the St. Charles Parish Council, approved and authorized the execution of a contract with Sealevel Construction, Inc, for Ellington Structures – Kellogg Pump Station T-Wall, Project No. P080905-5F, CPRA Project No. BA-0244, in the amount of \$4,323,888.00; and,

WHEREAS, Resolution No. 6522, adopted on November 16, 2020, approved an Intergovernmental Agreement with the State of Louisiana through the Coastal Protection and Restoration Authority Board to provide \$2,500,000.00 in funding for construction costs for said project; and,

WHEREAS, Ordinance No. 08-10-7 adopted October 20, 2008 approved and authorized the execution of a Contract for Engineering Services with BURK-KLEINPETER, INC. for necessary professional engineering services associated with Parish Project No. P080905 St. Charles Parish West Bank Hurricane Protection Levee and Urban Flood Control; and,

WHEREAS, Change Order No. 1 is a result of changes within the scope of the contract to address Geotech conditions not previously identified and to adjust T-Wall design to fit field conditions within the Construction Contract resulting in the lengthening of 33 batter "H" piles; and,

WHEREAS, the increase in contract amount by \$113,705.00 is a result of deletion of two (2) bid line items, the addition of two (2) new line items, and increase in quantity of one 91 (1) bid line item; and,

WHEREAS, the increase in contract time by ninety (90) days is due to delay caused by pile load test not meeting the required design tonnage, time required for additional engineering design, and time required for PDA test.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Change Order No. 1 for the Ellington Structures – Kellogg Pump Station T-Wall Project No. P080905-5F, CPRA Project No. BA-0244 as part of the West Bank Hurricane Protection Levee Project, to increase contract amount by \$113,705.00 and increase the contract time of ninety (90) days is hereby approved and accepted.

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

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

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

And the ordinance was declared adopted this 23rd day of January, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
DLVD/PARISH PRESIDENT: January 23, 2023
APPROVED: [Signature] DISAPPROVED: _____

RECORDED IN THE ST. CHARLES PARISH
CLERK OF COURT OFFICE
ON 1/25/23
AS ENTRY NO. 473093

SECTION 00806

CHANGE ORDER

No. 1

DATE OF ISSUANCE 12/12/2022

EFFECTIVE DATE 1/23/23

Owner: St. Charles Parish
Contractor: Sealevel Construction, Inc.
Contract: Ellington Structures – Kellogg Pump Station T-Wall
Project: Ellington Structures – Kellogg Pump Station T-Wall
Owner's Contract No. P080905-5F Engineer's Contract No. 10475-0344
Engineer: Burk-Kleinpeter, Inc.

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

Description:

1. Delete the Following Work Items:

- a. Contract Item #: [06] Tension Pile Load Test
Delete item in its entirety. (- \$ 20,000.00)
 - b. Contract Item #: [07] Reloading Test Pile
Delete item in its entirety. (- \$ 1,200.00)
- Total of Deducted Items = (- \$ 21,200.00)

2. Add the Following Work Items:

- a. Contract Item #: [CO1-A] PDA Test and Pile Restrike
Addition of 1 LS. (+ \$ 88,375.00)
 - b. Contract Item #: [CO1-B] Additional Pile Splices for Additional Pile Length
Addition of 1 LS. (+ \$ 17,655.00)
- Total of Added Work Items = (+ \$ 106,030.00)

3. Revise the Following Work Item Quantities:

- a. Contract Item #: [02] Driven Steel Piling (Piling, HP14x89)
The quantity is to be changed to 3,135 LF. (+ \$ 28,875.00)
- Total of Added Work Items = (+ \$ 28,875.00)
- Total of Added Work Items = (+ \$ 113,705.00)

Reason for Change Order:

1. Deleted Work Items

- a. Line item [06] was not used {-1 EA}.
- b. Line item [07] was not used {-1 EA}.

2. Add Work Items

- a. [CO1-A] PDA Test and Pile Restrike was required to determine pile length required to meet the structural design load with safety factor {1 LS }.
- b. [CO1-B] Additional Pile Splices were required to add the Additional Pile Length to meet the structural design load with safety factor {1 LS}.

3. Revise Work Item Quantities

- a. [2] Increased quantity of Steel Piling quantity by 5 Ft. on 33 Piles to meet the structural design load with safety factor {+165 LF}.

4. Change in Contract Time

This change order includes a time extension of ninety (90) calendar days, increasing the current 540 calendar days contract time to 589 calendar days and extending the expected completion date from December 5, 2023 to March 4, 2024. The requested ninety (90) day extension of time is due to delay caused by the pile load test not meeting the required design tonnage, the delay in performing the PDA testing then preparing a pile length recommendation, adding the time required to return staff to the site, and adding the time to perform the additional welding and pile driving.

CHANGE IN CONTRACT PRICE:
Original Contract Price \$ <u>4,323,888.00</u>
Net Increase (Decrease) from previous Change Orders No. <u>0</u> to <u>0</u> : \$ <u>0.00</u>
Contract Price prior to this Change Order: \$ <u>4,323,888.00</u>
Net increase (decrease) of this Change Order: \$ <u>113,705.00</u>
Contract Price with all approved Change Orders: \$ <u>4,437,593.00</u>

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: <u>December 3, 2023</u> Ready for final payment: <u>January 19, 2024</u>
Net change from previous Change Orders No. <u>0</u> to No. <u>0</u> : Substantial Completion: <u>+0 (days)</u> Ready for final payment: <u>+0 (days)</u>
Contract Times prior to this Change Order: Substantial Completion: <u>December 3, 2023</u> Ready for final payment: <u>January 19, 2024</u>
Net increase (decrease) this Change Order: Substantial Completion: <u>+90 (days)</u> Ready for final payment: <u>+90 (days)</u>
Contract Times with all approved Change Orders: Substantial Completion: <u>March 18, 2024</u> Ready for final payment: <u>Upon Issuance of Certificate of Final Acceptance</u>

RECOMMENDED: [Signature] APPROVED: [Signature] ACCEPTED: [Signature]
 By: [Signature] ENGINEER (Authorized Signature) By: [Signature] OWNER (Authorized Signature) By: [Signature] CONTRACTOR (Authorized Signature)
 Date: 12/12/22 Date: 1/23/23 Date: 12-15-22

SECTION 00805

WORK CHANGE DIRECTIVE

No. 001

DATE OF ISSUANCE: 09/26/2023

EFFECTIVE DATE: 06/15/2023

Owner: St. Charles Parish

Contractor: Sealevel Construction, INC.

Contract: Ellington Structures

Project: Kellogg Pump Station T-Wall

Owner's Contract No.: P080905-5F

Engineer's Contract No.: 10475-0344

ENGINEER: Burk-Kleinpeter, Inc.

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

Description: Concrete Waskey panel supports in lieu of the timber mats called for in the plans.

These supports will be paid under Item 20 at the same total cost of \$10,360.00.

Attachments:

None. Parish request.

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: \$0.00 [no change]

Contract Time: 0 days

Basis of estimated change in Contract Price:

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

Recommended:
By: [Signature]
Engineer (Authorized Signature)

Limited Authorization By*:
By: [Signature]
Owner's Representative*

Received:
By: [Signature]
Contractor (Authorized Signature)

Title: Project Manager

Title: Zone Project Manager

Title: Director of Operations

Date: 09/26/2023

Date: 9-26-2023

Date: 10/16/23

*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: _____

SECTION 00805

WORK CHANGE DIRECTIVE

No. 002

DATE OF ISSUANCE: 09/26/2023

EFFECTIVE DATE: 07/12/2023

Owner: St. Charles Parish

Contractor: Sealevel Construction, INC.

Contract: Ellington Structures

Project: Kellogg Pump Station T-Wall

Owner's Contract No.: P080905-5F

Engineer's Contract No.: 10475-0344

ENGINEER: Burk-Kleinpeter, Inc.

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

Description: Once the T-Wall transitions are in place, remove the existing levee tie-ins that connect the access road to the levee. The area will be graded to drain toward the new catch basins to be installed. It is imperative that during this process the stability of the levee and access road are not compromised. Any excavation should be done outside of the projected toe of the levee. This will increase the estimated excavation quantity by 580 CY. Excavation will be measured and paid per the contract specifications. This change in quantity will not prevent the Parish from performing a quantitative change order based on actual quantities as measured per the specifications at project close out.

Attachments: Quantity Calculations. Parish request.

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.

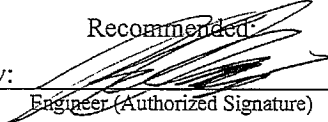
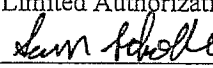
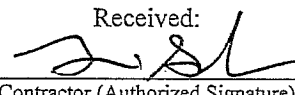
Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$14,500.00 [increase]

Contract Time: 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: 
Engineer (Authorized Signature)	Owner's Representative*	Contractor (Authorized Signature)
Title: Project Manager	Title: <u>Levee Project Manager</u>	Title: <u>Director of Operations</u>
Date: 09/26/2023	Date: <u>9-26-2023</u>	Date: <u>10/16/23</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: _____

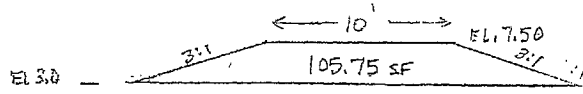
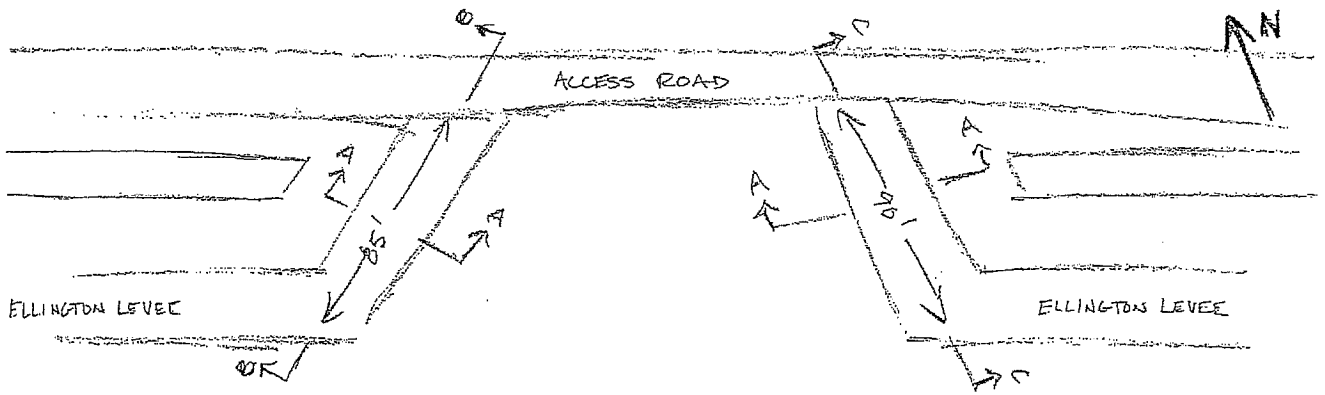
Title: _____

KELLOGG T-WALL LEVEE TIE-IN
REMOVAL QTY'S

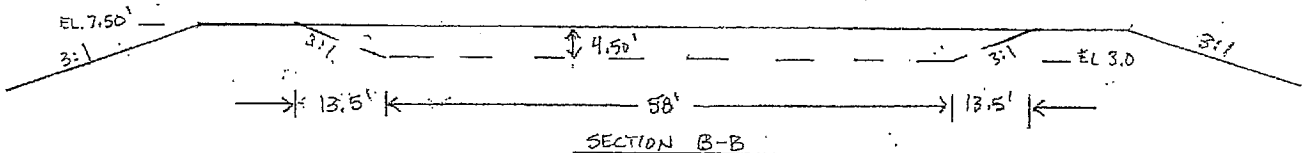
BURK-KLEINPETER, INC.

ENGINEERS, ARCHITECTS, PLANNERS, ENVIRONMENTAL SCIENTISTS
WWW.BKIUSA.COM

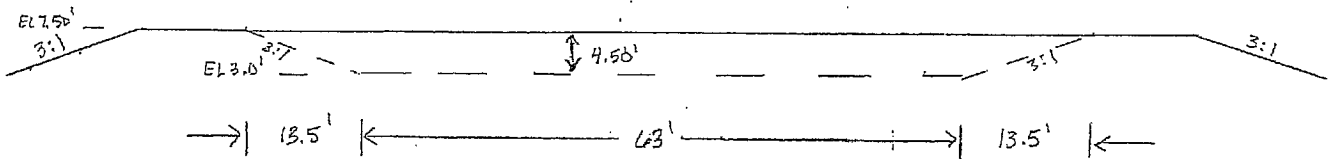
Job. No. 10475-0344	Designed By: RAC IV	Date: 7/13/2023	Checked By:	Page 1 of 1
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SECTION A-A



SECTION B-B



SECTION C-C

$$\begin{aligned} \text{WEST TIE-IN} &= (2) \left(\frac{105.75 \text{ FT}^2}{2} \right) (13.5 \text{ FT}) + (105.75 \text{ FT}^2) (58 \text{ FT}) = 1,427.625 \text{ FT}^3 + 6,133.50 \text{ FT}^3 \\ &= 7,561.125 \text{ FT}^3 \times \left(\frac{1 \text{ YD}}{3 \text{ FT}} \right)^3 = 280.04 \text{ CY} \end{aligned}$$

$$\begin{aligned} \text{EAST TIE-IN} &= (2) \left(\frac{105.75 \text{ FT}^2}{2} \right) (13.5 \text{ FT}) + (105.75 \text{ FT}^2) (63 \text{ FT}) = 1,427.625 \text{ FT}^3 + 6,662.25 \text{ FT}^3 \\ &= 8,089.875 \text{ FT}^3 \times \left(\frac{1 \text{ YD}}{3 \text{ FT}} \right)^3 = 299.63 \text{ CY} \end{aligned}$$

ADDITIONAL EXCAVATION = 580 CY

SECTION 00805

WORK CHANGE DIRECTIVE

No. 003

DATE OF ISSUANCE: 09/26/2023

EFFECTIVE DATE: 07/12/2023

Owner: St. Charles Parish

Contractor: Sealevel Construction, INC.

Contract: Ellington Structures

Project: Kellogg Pump Station T-Wall

Owner's Contract No.: P080905-5F

Engineer's Contract No.: 10475-0344

ENGINEER: Burk-Kleinpeter, Inc.

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

Description: Add slope paving in the area between the stair landing and T-wall on either side of the catwalk. This additional slope paving will be sloped to feed the 4" drain pipe to be provided by the Parish and sloped toward the new drain inlets to be installed.

Attachments:

None. Parish request.

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.

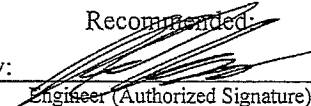
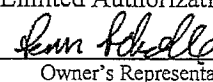
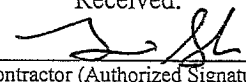
Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$1,250.00 [increase]

Contract Time: 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: 
Engineer (Authorized Signature)	Owner's Representative*	Contractor (Authorized Signature)
Title: <u>Project Manager</u>	Title: <u>Kellogg Project Manager</u>	Title: <u>Director of Operations</u>
Date: <u>09/26/2023</u>	Date: <u>9-26-2023</u>	Date: <u>10/16/23</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: _____

SECTION 00805

WORK CHANGE DIRECTIVE

No. 004

DATE OF ISSUANCE: 09/26/2023

EFFECTIVE DATE: 07/12/2023

Owner: St. Charles Parish

Contractor: Sealevel Construction, INC.

Contract: Ellington Structures

Project: Kellogg Pump Station T-Wall

Owner's Contract No.: P080905-5F

Engineer's Contract No.: 10475-0344

ENGINEER: Burk-Kleinpeter, Inc.

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

Description: Due to an increase in the usable material on-site from what was assumed during design, this WCD will serve to reallocate the dollars from Item 36 – Embankment (Off-Site) to Item 35 – Embankment. This will result in a minimal change to the contract amount, but an increase in the quantity for Item 35. This WCD will not affect the Parish's ability to perform a quantity correction on these items at the project closeout. Sealevel will be paid by calculated quantity of embankment placed as outlined in the project specifications.

Item No.	Description	Orig. Qty.	New Qty.
35	Embankment	100.00	2132.53
36	Embankment (Off-Site)	1748.00	100.00

Attachments:

None. Parish request.

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.


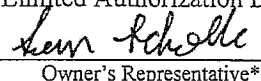
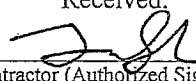
Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$0.10 [decrease]

Contract Time: 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: 
Engineer (Authorized Signature)	Owner's Representative*	Contractor (Authorized Signature)
Title: Project Manager	Title: <i>Jesse Proctor Manager</i>	Title: <i>Director of Operations</i>
Date: 09/26/2023	Date: <i>9-26-2023</i>	Date: <i>10/10/23</i>

*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: _____

SECTION 00805

WORK CHANGE DIRECTIVE

No. 005

DATE OF ISSUANCE: 10/10/2023

EFFECTIVE DATE: 10/10/2023

Owner: St. Charles Parish

Contractor: Sealevel Construction, INC.

Contract: Ellington Structures

Project: Kellogg Pump Station T-Wall

Owner's Contract No.: P080905-5F

Engineer's Contract No.: 10475-0344

ENGINEER: Burk-Kleinpeter, Inc.

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

Description: Add additional rock 4" thick covering the area between the access road and the slope paving. The approximate area is 60' x 60' on either side of the discharge pipes. Total quantity of rock is estimated to be 90 CY to be paid at the contract unit price for Item 37 – Surfacing. Measurement and payment to be performed per project specifications.

Attachments:

None. Parish request.

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: \$10,800.00 [increase]

Contract Time: 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>[Signature]</u>	By: <u>[Signature]</u>
Engineer (Authorized Signature)	Owner's Representative*	Contractor (Authorized Signature)
Title: <u>Project Manager</u>	Title: <u>Levee Program Manager</u>	Title: <u>Director of Operations</u>
Date: <u>10/10/2023</u>	Date: <u>10-10-2023</u>	Date: <u>10/16/23</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: _____

SECTION 00805

WORK CHANGE DIRECTIVE

No. 006

DATE OF ISSUANCE: 10/10/2023 EFFECTIVE DATE: 02/15/2024
 Owner: St. Charles Parish
 Contractor: Sealevel Construction, INC.
 Contract: Ellington Structures
 Project: Kellogg Pump Station T-Wall
 Owner's Contract No.: P080905-5F Engineer's Contract No.: 10475-0344
 ENGINEER: Burk-Kleinpeter, Inc.

Contractor is directed to proceed promptly with the following change(s):
 Description: Remove grout on concrete pad and install 4" perforated pipe from the stair pad to the catch basin.

Attachments:

None. Parish request.

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: \$12,725.00 [increase]
 Contract Time: 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> Engineer (Authorized Signature)	By: <u>Sean Schelle</u> Owner's Representative*	By: <u>[Signature]</u> Contractor (Authorized Signature)
Title: <u>Project Manager</u>	Title: <u>Love Projects Manager</u>	Title: <u>President</u>
Date: <u>02/15/2024</u>	Date: <u>2-19-2024</u>	Date: <u>02/16/2024</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: _____



1069 HWY 3185
 Thibodaux, La 70301
 T: 985-448-0970
 E: estimating@sealevelinc.com
 www.sealevelinc.com

To: ST CHARLES PARISH	Contact:
Address: Destrehan, LA	Phone:
Project Name: 22012 - Install Drainage	Bid Number:
Project Location:	Bid Date:

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
01	Install 4" Perferated Pipe	1.00	LS	\$8,925.00	\$8,925.00
02	Install/Remove Grout On Concrete Pad (1/2 Day Per Each)	1.00	LS	\$3,800.00	\$3,800.00

Total Bid Price: \$12,725.00

Notes:

- The above prices exclude test lab fees, testing, as-built drawings, on-site safety or qc personnel, pre-drilling or pre-augering, haul-off of spoils, silt fence, SWPPP, demolition, layout, surveying, pile cutoff, fire watch, pile logging, vibration monitoring, pile load tests, waste haul-off, dumpsters, design, design fees, retapping piles, weld inspection, bonds, and permits.
- If Sealevel Construction, Inc. is the successful contractor for this work, this proposal (including all technical & commercial notes/clarifications) shall become part of the contract.
- We specifically exclude any type of broad form hold harmless or indemnity provisions. This offer is based upon no retainage, liquidated damages, and contemplates the consummation of a mutually agreeable contract.
- Proposal is for the installation of 4" perferated drain pipe from stairwell to the catch basin to relieve the water in these areas.
- Item #2 was the installation and removal of grout as directed by St. Charles Parish in the low areas near stairways.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Sealevel Construction, Inc</p> <p>Authorized Signature: _____</p> <p>Estimator: _____</p>
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2024-0151

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

ORDINANCE NO. 24-5-3

An ordinance approving and authorizing the execution of a Lease Agreement between the St. Charles Parish School Board and St. Charles Parish Department of Parks and Recreation for the use of various school sites for recreational purposes.

WHEREAS, the St. Charles Parish School Board is the owner of certain school sites that are used by the Department of Parks and Recreation for recreational purposes; and,

WHEREAS, Ordinance No. 94-1-6 adopted on January 10, 1994, by the St. Charles Parish Council, approving and authorizing the execution of a Lease Agreement between the St. Charles Parish Department of Parks and Recreation for the use of various school sites for recreational purposes for a ten year period; and,

WHEREAS, Ordinance No. 04-4-2 adopted on April 5, 2004, by the St. Charles Parish Council, approving and authorizing the execution of a Lease Agreement between the St. Charles Parish Department of Parks and Recreation for the use of various school sites for recreational purposes for a ten year period; and

WHEREAS, Ordinance No. 14-2-1 adopted on February 3, 2014, by the St. Charles Parish Council, approving and authorizing the execution of a Lease Agreement between the St. Charles Parish Department of Parks and Recreation for the use of various school sites for recreational purposes for a ten year period; and,

WHEREAS, it is the desire of the School Board and the Department of Parks and Recreation to approve a new lease agreement for the use of said facilities for a four year period.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Lease Agreement between the St. Charles Parish School Board and St. Charles Parish Department of Parks and Recreation is hereby approved and accepted.

SECTION II. That the Parish President is hereby authorized to execute said Lease Agreement on behalf of St. Charles Parish Department of Parks and Recreation and to act on behalf of St. Charles Parish in all matters pertaining to this Lease.

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

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

And the ordinance was declared adopted this 6th day of May, 2024, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Ba Fisher
SECRETARY: Michelle Dupontato
DLVD/PARISH PRESIDENT: May 6, 2024
APPROVED: ✓ DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: May 6, 2024
AT: 7:46 pm RECD BY: [Signature]

LEASE AGREEMENT

This agreement is made and entered into on this _____ day of _____, 2024 by and between:

THE ST. CHARLES PARISH SCHOOL BOARD (SCPSB), 13855 River Road, Luling, LA 70070, herein represented by Ellis A. Alexander, its President, duly authorized by resolution of the St. Charles Parish School Board, dated _____ hereinafter sometimes for brevity referred to as "School Board."

And

THE ST. CHARLES PARISH DEPARTMENT OF PARKS AND RECREATION, 274 Judge Edward Dufresne Parkway, Luling, LA 70070 herein represented by Matthew Jewell, Parish President, duly authorized by Ordinance No. 24-5-3 dated 5-6-24 herein sometimes for brevity referred to as "Parish;"

WITNESSETH THAT:

WHEREAS, The School Board is the owner of certain school sites located in St. Charles Parish, Louisiana, more specifically described on Exhibit 1 and 2 attached hereto; and,

WHEREAS, The Parish utilizes these public facilities for recreational purposes for the residents of St. Charles Parish; and,

WHEREAS, The School Board desires to assist the Parish by making these public facilities available for use through the Department of Parks and Recreation; and,

NOW, THEREFORE, BE IT AGREED, for and in consideration of the mutual agreements and covenants of the parties hereto, that:

1. The School Board hereby grants to the Parish, for a period of four (4) years, beginning on April 1, 2024 and ending on March 31, 2028 the use of the facilities noted on Exhibit 1 and 2 for the organized team sports listed thereon. It is understood by the parties to this lease that the only buildings included are those gymnasiums that are to be used for basketball and volleyball and that the Parish shall have the use of the property rent free. In addition, the use of athletic fields in Exhibit 1 and 2 shall also be rent free. It is further understood and agreed that, in the event the Parish becomes unable or unwilling to fund the operations of the Department of Parks and Recreation, any facilities constructed on the property will become the property of the School Board at no cost to the Board and the agreement will thereby terminate.
2. The Parish agrees to:
 - a) Use the above described property only for recreational purposes. Such use is not contrary to present or future School Board policies, rules and regulations for the use of school grounds and facilities, including the prohibition of the sale or consumption of any alcoholic beverages or tobacco products on the property.

- b) Accept in the present condition and subject to any servitudes the above described property.
 - c) Obtain the written consent of the School Board for any additions or alterations to any recreational facilities to be constructed or added to the said property.
 - d) Properly maintain the property, which said maintenance includes, but is not limited to, landscaping, sodding, cleaning, fencing, if any, and in general, keeping said area in a clean, neat, and sanitary condition, all the expense of the Parish.
 - e) Provide to the School Board, its staff and students, full access to the right to use any portion of the said property during school hours as necessary for the education programs of the School Board.
 - f) Provide that its use of this property shall not interfere with the operations of the school system.
 - g) The leased property shall be used only for recreational purposes by and under the direction and supervision of the St. Charles Parish Department of Parks and Recreation during the time that it is not being used for school purposes.
3. The School Board agrees to provide reasonable access to the property herein.
4. General Obligations:
- a) To the fullest extent permitted by law, The Parish shall defend, indemnify and hold SCPSB, its officers, agents and employees, harmless from and against any and all claims, suits, liabilities, losses, expenses, liens, costs, demands and causes of action of every kind and character including those of The Parish, its agents and employees for death, bodily injury, personal injury, damage or destruction of real or personal property, including costs, attorneys' fees and settlements arising out of or in any way connected with the negligent performance of the work performed under this Contract, by any negligent act or omission, whether performed by The Parish or any other Subcontractor or any independent contractor or any agent, employee, invitee or licensee of The Parish, whether resulting from or contributed to by the negligence in any form by its officers, agents or employees whether active or passive. All parties agree that the provisions and limitations of LA. Rev. Stat. 9:2780.1 and 38.2195 apply and are guiding when construing this indemnity agreement. The Insurance required to be maintained under this Contract by The Parish shall insure the performance of this indemnification as set forth herein, but nothing in the insurance shall in any way limit the indemnification provided for hereunder. The Parish shall pay all reasonable legal fees and costs incurred by SCPSB under the Contract to enforcing the indemnification articulated under this Section.
 - b) The Parish shall at its sole cost and expense, but for the mutual benefit of both the Parish and the School Board, maintain personal injury and property damage liability insurance, including

coverage for contractual liability against claims for bodily injury, death or property damage, with policy limits of not less than \$1,000,000 in respect of bodily injury or death to any one person, and of not less than \$1,000,000 in respect of any one accident. Upon execution of this agreement and annually thereafter, the Parish shall provide a certificate of insurance to the School Board to verify coverage. Each such policy or certificate issued by the insurer that such policy shall not be cancelled without at least ten (10) days prior written notice to the School Board. In connection with the aforementioned liability insurance policies, and as a further condition of this agreement, the Parish will cause the School Board to be shown as additional named insured as to the property herein leased.

5. The parties hereto agree that at no time during the term of this agreement will the School Board be required to maintain, supervise, or in any way assume responsibility for the recreational programs being conducted on the leased property.
6. During the time said property is being used for the Department of Parks and Recreation purposes, it is the responsibility of the Parish to:
 - a) Provide supervision of spectators and participants at all recreational activities and provide protection of the facilities.
 - b) Provide stadium attendant or gym monitor to open and be present at property during recreational usage
 - c) Pay for any repairs to school buildings, grounds, and facilities made necessary by the failure to provide such supervision and protection.

THUS DONE AND SIGNED in the presence of the undersigned witnesses on the date first written.

Witness

Matthew Jewell, President
St. Charles Parish
Department of Parks & Recreation

Witness

Ellis A. Alexander, President
St. Charles Parish School Board

**EXHIBIT 1
ST. CHARLES PARISH PUBLIC SCHOOLS
RECREATION DEPARTMENT SITES USED**

WEST BANK

School	Football	Basketball	Baseball/ Softball	Soccer	Volleyball	Summer Camp	Covered Play Area
Allemands Elementary		X					X
Aston Property #				X			
Carver Early Lrn. Ctr.		X					
Hahnville High*	X	X		X			
Lakewood Elementary		X			X	X	X
Landry Alt. Ctr.	X	X		X	X	X	
Luling Elementary		X				X	X
J. B. Martin Middle #		X		X	X	X	
R. K. Smith Middle	X	X	X	X	X		
R. J. Vial Elementary #		X		X			X

EAST BANK

School	Football	Basketball	Baseball/ Softball	Soccer	Volleyball	Summer Camp	Covered Play Area
Cammon Middle		X			X	X	
Destrehan High*	X	X		X			
Hurst Middle	X	X	X	X	X	X	
New Sarpy Elementary							X
Norco Elementary^		X	X		X		X
St. Rose Elementary		X				X	X
Schoeffner Elementary		X				X	X

Monsanto tennis courts (Hahnville High School uses from January to May 15 from 3:00 – 6:00 p.m.)

Keller Playground (E. J. Landry Alternative Center)

*These sites require prior approval granted by St. Charles Parish Public Schools, Physical Plant Services.

^Site usage at Norco Elementary School will be removed upon completion of Bethune Complex.

#Site usage at RJ Vial Elementary and JB Martin Middle for soccer will be removed and transferred to Ashton upon completion of the Ashton Soccer Complex

EXHIBIT 2
ST. CHARLES PARISH PUBLIC SCHOOLS
ST. CHARLES PARISH RECREATION DEPARTMENT ASSIGNED RESPONSIBILITIES

WEST BANK

SCHOOL	LOCATION	ASSIGNED RESPONSIBILITY
Allemands Elementary	Covered play area	Area to be left litter free
Hahnville High*	Home side stands stadium (football championships every other year)	Clean
Lakewood Elementary	Covered play area	Area to be left litter free
E. J. Landry Alternative Center	Football field and parking lot area	Grass cutting
	Football field for middle school games	Line off field
	Outside locations	Empty garbage cans two times per week
	Fields	Spray round up to kill weeds
	Fields behind school	Spray ant poison to kill ants
Luling Elementary	Covered play area	Area to be left litter free
J. B. Martin Middle/R. J. Vial Elementary#	Ball fields/soccer/football	Grass cutting from ditch to ditch
	Near field	Spray round up to kill weeds
	Fields behind school	Spray ant poison to kill ants
	Outside locations	Empty garbage cans two times per week
	Fields	Add dirt to repair holes for proper water flow
Mimosa Park Elementary	Covered play area	Area to be left litter free
R. K. Smith Middle	Baseball, softball, and soccer fields	Grass cutting
	Baseball, softball, and soccer fields	Spray ant poison
	Outside locations	Empty garbage cans two times per week
	Three fields	Line off field
R. J. Vial Elementary	Covered play area	Area to be left litter free

EXHIBIT 2
ST. CHARLES PARISH PUBLIC SCHOOLS
ST. CHARLES PARISH RECREATION DEPARTMENT ASSIGNED RESPONSIBILITIES

EAST BANK

SCHOOL	LOCATION	ASSIGNED RESPONSIBILITY
Cammon Middle	Ball field in back	Line off field
	Gym (basketball)	Clean gym
Destrehan High*	Ditch bank along N side of stadium	Grass cutting (SCPG Public Works)
	Home side stands stadium (football championships every other year)	Clean
Hurst Middle	Ball field & football field	Grass cutting
	Gym (basketball)	Clean gym
	Football field for middle school games	Line off field
New Sarpy Elementary	Covered play area	Area to be left litter free
Norco Elementary^	Ball field	Grass cutting
	Walkway from restroom to dugout	Grass cutting
	Covered play area	Area to be left litter free
St. Rose Elementary	Covered play area	Area to be left litter free
Schoeffner Elementary	Covered play area	Area to be left litter free

NOTES:

The Department of Parks and Recreation grass cutting services will be based on a forty (40) cut per year basis. For the months of March through October, there will be four (4) scheduled cuts per month. For the months of November through February, there will be two (2) scheduled cuts per month. All of the scheduled cuts will be weather permitting. In the event that weather postpones any scheduled cuts, the Department of Parks and Recreation will notify St. Charles Parish Public Schools of the delay/interruption and the plan/timeline to remedy the postponement.

The Department of Parks and Recreation ant treatment services will be based on a minimum of two (2) treatments per month. All of the scheduled treatments will be weather permitting. In the event that weather postpones any scheduled treatments, the Department of Parks and Recreation will notify St. Charles Parish Public Schools of the delay/interruption and the plan/timeline to remedy the postponement.

The Department of Parks and Recreation will line off baseball and softball fields for middle schools, lay out tracks on fields for Hurst and Cammon Middle, purchase paint for lining of fields and tracks.

St. Charles Parish Public Schools shall have the use of Edward A. Dufresne Community Center free of charge for four events per year chosen by the Superintendent.

St. Charles Parish Public Schools shall have the use of the St. Charles Parish Government East Bank and West Bank Bridge Park Sites (including ball fields) free of charge for events including, but not limited to, Middle School softball and baseball games and practices, High School softball tournaments and games.

Based upon availability, each party of this agreement shall have access to each other's parking facilities at R. K. Smith Middle School, Satellite Center, Rodney R. Lafon Performing Arts Center, East Bank and West Bank Bridge Park Sites, and Edward A. Dufresne Community Center for events that deem it necessary. Notification must be given in writing or electronically.

2024-0153

INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT

ORDINANCE NO. 24-5-4

An ordinance approving and authorizing the execution of a Professional Services Agreement with Grace Hebert Curtis Architects, LLC, to perform architectural services for a St. Charles Parish Library Hahnville Branch, in the amount not to exceed \$387,941.00.

WHEREAS, St. Charles Parish Library desires to construct a new library branch in Hahnville; and,

WHEREAS, the new library will be between 10,000 to 15,000 square feet with multiple features to incorporate the community and provide an updated library for the area; and,

WHEREAS, the attached Professional Services Agreement between St. Charles Parish and Grace Hebert Curtis Architects, LLC, describes the details of the proposed services and compensation.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Professional Services Agreement between St. Charles Parish and Grace Hebert Curtis Architects, LLC, for services as required by St. Charles Parish Library Hahnville Branch, in the amount not to exceed \$387,941.00, is hereby approved and accepted.

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

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

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

And the ordinance was declared adopted this 6th day of May, 2024, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Fisk
SECRETARY: Michelle DiPietro
DLVD/PARISH PRESIDENT: May 6, 2024
APPROVED: DISAPPROVED:

PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: May 6, 2024
AT: 7:46pm RECD BY: [Signature]

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and effective as of the ___ day of _____, 2024 by and between ST. CHARLES PARISH acting herein by and through its President, who is duly authorized to act on behalf of said Parish, hereinafter called the OWNER, and GRACE HEBERT CURTIS ARCHITECTS, LLC, a Louisiana limited liability company acting herein by and through its President, hereinafter called CONSULTANT. Whereas the Owner desires to employ a professional consulting firm to perform consulting work and services for St. Charles Parish Library Hahnville Branch, as described in Ordinance No. 24-5-4 which is attached hereto and made a part hereof.

1.0 GENERAL TERMS

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

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

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

2.0 PROJECT

2.1 The Owner hereby contracts with the CONSULTANT to perform professional services as set forth in this agreement in connection with the project as defined as follows:

St. Charles Parish Library Hahnville Branch

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

- 2.3 Consultant shall perform all scope of services and work in accordance with the Schedule as defined in Attachment "B" hereto unless otherwise mutually agreed upon by the parties in writing.
- 2.4 The Consultant agrees to exercise the standard of care to comply with all Federal, State, and Local Laws and Ordinances applicable to the scope of services and work or in entering any other agreement with any another party to complete the work.

3.0 SERVICES OF CONSULTANT

- 3.1 Consultant shall provide Owner professional work and services in all phases of the Project to which this Agreement applies and as hereinafter provided to properly plan and execute the work on the project(s) assigned to the Consultant. These services shall include providing professional consultation and advice, and furnishing customary civil, structural, mechanical, electrical, instrumentation and control consulting services and construction consulting and observations.
- 3.2 Services provided by the Consultant shall be performed in accordance with generally accepted professional consulting practice at the time and the place where the services are rendered.
- 3.3 Consultant shall obtain from Owner authorization to proceed in writing for each phase of the Project.
- 3.4 Consultant shall provide minutes of all meetings with St. Charles Parish regarding any phase of the Project.
- 3.5 Consultant shall provide work and services to complete the project, including services described herein or considered usual and customary as a prerequisite for the performance of the services whether or not specifically mentioned in this agreement, including attendance by the Consultant at project conferences and public hearings.
- 3.6 Consultant shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-confirming Work, made or given without the Architect's written approval.
- 3.7 The Phases of the Project, if applicable, are as defined in Attachment "A".

4.0 OWNERSHIP OF DOCUMENTS

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

delivered to the Owner prior to termination upon payment in full for services up to the date of termination, or final completion of the Contract.

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

5.0 SUPPLEMENTARY SERVICES

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

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

Such supplementary services may include the following:

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

6.0 DEFECTIVE WORK

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

7.0 NOTICE TO PROCEED

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

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

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

8.0 PAYMENTS

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

8.2 Payment for Consultant work and services on projects that do not require construction services, such as feasibility studies or drainage studies, shall be made based upon Consultant's estimate of the proportion of the services actually completed at the time of billing and shall be made in partial payments at monthly intervals.

8.3 If the Project, or any portion thereof, is not completed for any reason, the final fee for consulting work and services shall be negotiated between Owner and Contractor. If the final fee for work and services is not mutually agreed upon, either party may elect in writing to submit the dispute to mediation. If mediation is not mutually agreed upon, written notice will be submitted to the other party of the intent to submit the dispute to the 29th Judicial District Court of St. Charles Parish, State of Louisiana.

8.4 If authorized in writing by Owner, for the performance of, or for obtaining from others Additional Services which are not considered normal or customary consulting, the Owner shall pay Consultant based on monthly invoices submitted by the Consultant, within sixty (60) days of receipt of Consultant's invoice.

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

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

9.0 BUDGET LIMITATIONS

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

If, at the completion of the Preliminary or Design Phase, the Consultant does not concur with the construction budget, he shall so notify the Owner, and the Consultant and Owner

shall mutually agree on a revised construction budget prior to any work on the Design Phase.

If no bid is received within the budget limitation and a redesign of the project if required by the Owner, such redesign shall be accomplished by the Consultant at no additional cost to the Owner, provided, however, if the receipt of bids are, for any reason, delayed beyond a period of six (6) months from the date of the completion of the Design Phase the amount stated as the construction budget shall be adjusted, immediately prior to the time bids are received, by use of a construction cost index acceptable to both parties of this agreement.

10.0 FUNDS

No work shall be authorized until funds are established for each individual task.

11.0 TERMINATION OR SUSPENSION

- 11.1 This Agreement may be terminated for any reason by either party upon thirty (30) days written notice.
- 11.2 The Consultant, upon receipt of such notice, shall immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.
- 11.3 The Consultant shall, as soon as practicable after receipt of notice of termination, submit a statement showing in detail the services performed and payments received under this Agreement to the date of termination.
- 11.4 The Owner shall then pay the Consultant promptly that portion of the prescribed fee to which both parties agree.
- 11.5 Consultant fully acknowledges that no payment will be made for any work performed or expenses incurred after receipt of the termination by either party unless mutually agreed upon in writing.
- 11.6 Failure to meet agreed delivery dates or authorized extensions are considered substantial failures and breach of this contractual agreement by Consultant.
- 11.7 This agreement shall automatically terminate upon satisfactory completion of all services and obligations described herein or three (3) years from the date of its execution, whichever event occurs first.

12.0 INSURANCE

- 12.1 The Consultant shall secure and maintain at his expense such insurance that will protect him and the Owner, from claims under Workmen's Compensation Acts and

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

- 12.2 The CONSULTANT shall also secure and maintain at his expense professional liability insurance in the sum of \$5,000,000.00 per incident and \$10,000,000 aggregate.
- 12.3 All certificates of insurance SHALL BE FURNISHED TO THE OWNER and shall provide that insurance shall not be cancelled without ten (10) days prior written notice to the Owner. The Owner may examine the policies.
- 12.4 CONSULTANT shall include all subconsultants as insured under its policies or shall furnish separate certificates for each. All coverages for subconsultants shall be subject to all the requirements stated herein.
- 12.5 CONSULTANT shall secure and maintain at its expense Comprehensive Automobile Liability - Bodily Injury Liability \$1,000,000.00 each person: \$1,000,000.00 each occurrence. Property Damage Liability \$1,000,000.00 each occurrence. The Comprehensive Automobile Liability policy must have coverage for loading and unloading and must include owned, hired and leased autos.
- 12.6 St Charles Parish shall be named as an additional insured on general liability insurance policies.
- 12.7 For all purposes under Louisiana law, the principals of this Contract shall be recognized as the statutory employer of all contract employees as provided in LSA-R.S. 23:1061.
- 12.8 Insurance policies shall be endorsed to provide for a waiver of subrogation in favor of St. Charles Parish for worker's compensation policies. The certificate of insurance shall reference the waiver of subrogation endorsement.
- 12.9 The Worker's Compensation Policy Territory Coverage must include Louisiana.

13.0 INDEMNIFICATION

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

14.0 WARRANTY

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

15.0 EXCLUSIVE JURISDICTION AND VENUE

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

16.0 COMPLIANCE WITH FEDERAL AND STATE LAWS

CONSULTANT further agrees to exercise the standard of care to comply with all federal and state laws.

17.0 OTHER

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

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

WITNESSES:

Kang Mongley
Sally Carter

ST. CHARLES PARISH

Matthew Jewell

By: Matthew Jewell, Parish President

5/10/24

Date:

WITNESSES:

Grace Hebert Curtis Architects, LLC

By: Gerald D. Hebert, II, President/CEO

Date:

ATTACHMENT "A"

St. Charles Parish Library Hahnville Branch

Project Scope:

The project as we know it will be design and new construction of the St. Charles Parish Hahnville Branch Library. Construction budget for the project is estimated to be \$5,500,000.00 for a new Hahnville Branch Library to be 10,000 to 15,000 sqft. The program is to include dedicated green space with interactive features and an area to host outdoor events. Additionally, the program is to include a local history room, spaces that are flexible and capable of heavy technology use to support future uses. Transitional space should lend itself to accommodate, makerspace, small business center, and or an adult learning center. Programming should address the administration department, local history room to research gemology that lends itself to speaking events and presentations. Objective of outdoor spaces is to create access to the levee path for patrons visiting the library as well as community access.

CONCEPTUAL PHASE

Upon written authorization from OWNER, CONSULTANT shall:

- a. Consult with OWNER to define and clarify OWNER's requirements for the Project, including design objectives and constraints, permits, capacity and performance requirements, flexibility, expandability, and any budgetary limitations, and identify available data, reports, facilities plans, site evaluations, etc.; required for design.
- b. Identify potential solution(s) to meet OWNER's Project requirements, as needed. Study and evaluate the potential solution(s) to meet OWNER's Project requirements.
- c. Visit the Site, or potential Project sites, as needed, to review existing conditions and facilities.
- d. Develop a scope of work for additional professional services (i.e. survey, geotech, etc.) necessary for design.
- e. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and CONSULTANT's recommended solution(s). For each recommended solution, CONSULTANT will provide the following, to include; but not limited to:
 1. Opinion of probable Construction Cost;
 2. The estimated total costs of design, professional, and related services to be provided by CONSULTANT and its SUBCONSULTANTS;

3. A tabulation of other items and services included within the definition of Total Project Costs.
- f. Furnish three review copies of the Report to OWNER as well as submitting electronically to appropriate parties specified by OWNER. CONSULTANT's services under the Conceptual Phase will be considered complete on the date when CONSULTANT has delivered to OWNER the final Conceptual Report.

PART 1 – BASIC SERVICES

B. PRELIMINARY DESIGN PHASE

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

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

C. FINAL DESIGN PHASE

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

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

D. BID PHASE

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

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

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

E. CONSTRUCTION PHASE

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

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

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

ATTACHMENT "B"

St. Charles Parish Library Hahnville Branch

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

	<u>Number of Days to Complete</u>
Conceptual Design Phase	60
Preliminary Design Phase	57
Final Design Phase	70
Bid Phase	62
Construction Phase	425

Time for Completion

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

ATTACHMENT "C"

St. Charles Parish Library Hahnville Branch

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

- a. The total compensation for basic services as described in Attachment A will be 7.0535% of the Owner's budget for the Cost of the Work, as calculated in accordance with the 2024 Louisiana State Fee Curve, which is attached hereto as Attachment C-1. For interim billing, the fee shall be calculated on the Owner's budget for the Cost of the Work of \$5,500,000.00, which calculates to be \$ 387,941.00 and shall be adjusted based on Owner Approved Construction Estimates, upon Construction Contract and Owner Approved Change Orders. The proportion of compensation for each phase of services shall be based on the following estimated distribution of compensation:
 - 1. Conceptual Design Phase (20%) \$ 77,588.20
 - 2. Preliminary Design Phase (20%) \$ 77,588.20
 - 3. Final Design Phase (35%) \$ 135,779.35
 - 4. Bid Phase (5%) \$ 19,397.05
 - 5. Construction Phase (20%) \$ 77,588.20
- b. Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the CONSULTANT'S invoice.
- c. CONSULTANT may, with OWNER's consent, alter the distribution of compensation between individual phases of the Work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by OWNER.
- d. The amounts billed for CONSULTANT's services under this Agreement will be based on the cumulative hours charged to the Project during the billing period by each class of CONSULTANT's employees times Standard Hourly Rates for each applicable billing class, plus CONSULTANT's SUBCONSULTANT's charges.
- e. The Standard Hourly Rates charged by CONSULTANT constitute full and complete compensation for CONSULTANT's services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include CONSULTANT's SUBCONSULTANT's charges.

- f. CONSULTANT's Standard Hourly Rates are attached to this Agreement as Attachment C-2.

The below services are OWNER provided services. OWNER shall coordinate its own provided services with those services provided by the CONSULTANT and shall require all consultants performing OWNER provided services to maintain insurance, including professional liability insurance, as appropriate to the services or work provided:

- a. Surveying
- b. Geotechnical Investigation
- c. Permitting
- d. F.F.E Furnishing, Fixtures & Equipment

ATTACHMENT "C-1"

2024 LOUISIANA STATE FEE CURVE

Project Name: St. Charles Parish Hafnville Branch Library

Date: 3/11/2024

1. Enter the Available Funds for Construction	\$5,500,000.00
2. Enter the Complexity/Renovation Factor (if not applicable, enter "1")	1.00
3. Enter the subject year for cost index data (prior year)	2023
4. The Building Cost Index for the subject year is	8130
5. The Consumer Price Index for the subject year is	304.7
6. The BCI for the reference year (1975) was	1306
7. The CPI for the reference year (1975) was	53.8
8. The BCI ratio is	0.1606
9. The CPI ratio is	5.68
10. The adjusted AFC for the reference year (1975) is	5383,518
11. log [1975 AFC] =	5.946
12. The adjusted fee percentage for the reference year is	7.7528%
13. The adjusted fee amount for the reference year is	988,498
14. The adjusted base fee for the subject year is	5387,941
<hr/>	
15. TOTAL FEE (including Renovation factor, if any) =	\$387,941.10
<hr/>	
16. Fee as a percentage of the AFC =	7.0536%

ATTACHMENT "C-2"

SCHEDULE OF ARCHITECTURAL FEES
HOURLY RATE SCHEDULE



Principals		
Architectural	\$	275.00
LA Registered Interior Designer	\$	225.00
Architectural		
Sr. Licensed Architect/Sr. Project Manager	\$	205.00
Associate/Architect	\$	205.00
Licensed Architect/Project Manager	\$	150.00
Senior Intern Architect	\$	135.00
Computer Modeling (3-D)	\$	120.00
Intern Architect	\$	100.00
Draftsman	\$	70.00
Engineering		
Mechanical Engineer	\$	200.00
Engineer in Training	\$	170.00
Interior Design		
Sr. Interior Designer/Sr. Project Manager	\$	160.00
Associate/Licensed Interior Designer	\$	160.00
Licensed Interior Designer	\$	120.00
Intern Interior Designer	\$	85.00
Administration		
Clerical	\$	65.00

WRITTEN CONSENT OF THE MANAGER OF
GRACE HEBERT CURTIS ARCHITECTS, LLC

January 1, 2024

The undersigned, being the sole manager (the “*Manager*”) of Grace Hebert Curtis Architects, LLC, a Louisiana limited liability company (the “*Company*”), hereby approves, consents to and adopts the following recitals and resolutions and the actions therein authorized as the act of the Manager by written consent.

WHEREAS, the Manager deems it in the best interests of the Company to delegate to and authorize certain officers and employees of the Company to enter into certain documents on behalf of the Company in the ordinary course of its business;

Authorization of Certain Officers and Employees

RESOLVED, that, effective as of the date hereof, each of Gerald D. Hebert, II, as President of the Company, and Adam L. Fishbein, as Secretary of the Company, are hereby authorized to negotiate contracts on the terms and conditions that both Gerald D. Hebert, II and Adam L. Fishbein may deem advisable, and to execute said documents on behalf of the Company, and further, each of Gerald D. Hebert, II and Adam L. Fishbein are hereby given the power and authority to do all things necessary to implement, maintain, amend or renew said document(s) on behalf of the Company; and

RESOLVED FURTHER that, effective as of the date hereof, each of David F. Hebert, Thomas D. Curtis and James E. Spencer, as employees of the Company, are hereby authorized to negotiate the terms and conditions of contracts for professional architectural services that the Company offers and to execute said documents on behalf of the Company, and further, each of David F. Hebert, Thomas D. Curtis and James E. Spencer are hereby given the power and authority to do all things necessary to implement, maintain, amend or renew said document(s) for professional architectural services on behalf of the Company; and

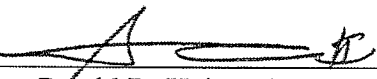
RESOLVED FURTHER, that all acts and deeds performed prior to the date of these resolutions by any of Gerald D. Hebert, II, Adam L. Fishbein, David F. Hebert, Thomas D. Curtis or James E. Spencer, for and on behalf of the Company, that are within the authority conferred by the foregoing resolutions, are hereby approved, ratified and confirmed in all respects as the authorized acts and deeds of the Company.

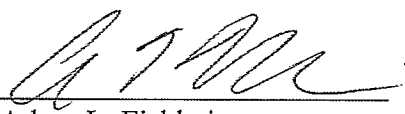
[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned Manager has approved, consented to and adopted the foregoing resolutions effective as of the date first above written.

MANAGER:

AEC OPERATIONS, LLC

By: 
Name: Gerald D. Hebert, II
Title: President

By: 
Name: Adam L. Fishbein
Title: Secretary

2024-0156

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

ORDINANCE NO. 24-5-5

An ordinance approving and authorizing the execution of a Contract with Barriere Construction Co., L.L.C., for the Willowdale Turn Lane (Project No. P230804), in the amount of \$389,442.70.

WHEREAS, Ordinance No. 22-7-2 adopted on July 5, 2022, by the St. Charles Parish Council, approved and authorized the execution of a Professional Services Agreement with Digital Engineering & Imaging, Inc., to perform planning services for the Road Maintenance 2022-23 (Project No. P220501), in the not to exceed amount of \$316,728.72; and,

WHEREAS, Ordinance No. 23-9-2 adopted on September 25, 2023, by the St. Charles Parish Council, approved and authorized the execution of Amendment No. 1 to Ordinance No. 22-7-2, which approved the Professional Services Agreement with Digital Engineering & Imaging, Inc., to perform planning services for the Road Maintenance 2022-23 (Project No. P220501), adding Willowdale Turn Lane (Project No. P230804), in the amount of \$98,235.00; and,

WHEREAS, sealed bids were received by St. Charles Parish on March 5, 2024, for Willowdale Turn Lane (Project No. P230804); and,

WHEREAS, Digital Engineering & Imaging Inc. has reviewed the bids and recommends that the contract be awarded to the lowest responsive and responsible bidder, Barriere Construction Co., L.L.C., in the amount of \$389,442.70.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the bid of Barriere Construction Co., L.L.C., for the construction of the Willowdale Turn Lane (Project No. P230804), is hereby approved and accepted in the amount of \$389,442.70.

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

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

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

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

And the ordinance was declared adopted this 6th day of May, 2024, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Fisher
SECRETARY: Michelle Dupontato
DLVD/PARISH PRESIDENT: May 6, 2024
APPROVED: DISAPPROVED:

PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: May 6, 2024
AT: 7:46pm RECD BY: [Signature]

SECTION 00500

CONTRACT

This agreement entered into this 6th day of May, 20 24, by Barriere Construction Co., L.L.C., hereinafter called the "Contractor", whose business address is P.O. Box 1576 (1268 LA 3127), Boutte, LA 70039, 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: Willowdale Turn Lane Project Number: P230804

1.02 The abovementioned work shall be completed in strict accordance with Contract Documents prepared by: Digital Engineering & Imaging, Inc., located at 527 W. Esplanade Ave. Suite 200, Kenner, LA 70065

1.03 It is recognized by the parties herein that said Contract Documents including by way of example and not of limitation, the Drawings and Specifications dated January 12, 2024, Addenda number(s) 1, the Instruction to Bidders, Supplemental Instructions to Bidders, Louisiana Uniform Public Works Bid Form, General Conditions, Supplementary Conditions (if applicable), any Addenda thereto, impose duties and obligations upon the parties herein, and said parties thereby agree that they shall be bound by said duties and obligations. For these purposes, all of the provisions contained in the aforementioned Contract Documents are incorporated herein by reference with the same force and effect as though said Contract Documents were herein set out in full.

1.04 The Work is generally described as follows: Widening of the existing asphalt road to add a right turn lane at the intersection of Willowdale Blvd. and US 90. This work will include patching, mill and overlay as well as guard rail removal and replacement with asphalt guardrail pads on Willowdale Blvd.

ARTICLE 2

ENGINEER

- 2.01 The Project has been designed by Digital Engineering & Imaging, Inc. who is hereinafter called "Engineer" and who will assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3

CONTRACT TIME

- 3.01 The Contractor shall complete the Work under the Contract within 80 calendar days from the date stated in the Notice to Proceed.

ARTICLE 4

LIQUIDATED DAMAGES

- 4.01 Owner and Contractor recognize that the Owner will suffer direct financial loss if Work is not completed within the Contract Time specified plus any extensions thereof allowed in accordance with these General Conditions of this Contract, and therefore, time is of the essence. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Contractor and Surety agree to forfeit and pay Owner five hundred dollars \$500 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) (\$389,442.70) Three Hundred Eighty-Nine Thousand Four Hundred Forty-Two and 70/100 Dollars based on unit prices specified within this contract document. Contract price is firm and subject only to modification by written Change Order agreed to and signed by both parties and the Engineer and approved by the St. Charles Parish Council.

ARTICLE 6

PAYMENT PROCEDURES

- 6.01 Contractor shall submit Applications for Payment to the Engineer in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.
- 6.02 Progress Payments. Progress payments will be based upon estimated quantities of contract unit price items or upon estimated percentages of completion of the schedule of lump sum values of labor and materials incorporated into the Work or suitably stored, on the last day of each month or other mutually agreed regular monthly date ending the progress payment period, less retainage.
- 6.03 Application for Payment Form. The form of the Application for Payment must be suitable to the Owner. The Owner reserves the right to withhold payment until the form of Application for Payment is deemed acceptable by the Owner.
- 6.04 Retainage. Per Paragraph 15.01.D retainage shall be withheld and payments will be made by the Owner in the payment amount of:
- a) Ninety percent (90%) of the approved payment applications for projects with contract of less than \$500,000.00; or
 - 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 1 inclusive)
- h) Contract documents bearing the general title "Willowdale Turn Lane" dated January 12, 2024.
- i) Drawings, consisting of a cover sheet dated) N/A and the sheets listed on Drawing N/A; each sheet bearing the following general title: Willowdale Turn Lane.
- 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

By: Math Jewell
Title: Parish President

CONTRACTOR: Barriere
Construction Co., L.L.C.

By: Joseph Kennedy
Title: Asphalt Plants and Materials Group Manager

ATTEST:

By: Michelle Dupont
Title: Council Secretary

ATTEST:

By: Sandra Legendre
Title: Administrative Assistant

END OF SECTION

2024-0157

INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(GENERAL GOVERNMENT BUILDINGS)

ORDINANCE NO. 24-5-6

An ordinance approving and authorizing the execution of Change Order No. 2 for the St. Charles Parish Courthouse 2nd Floor Renovation, (Project No. GBCH0518), to decrease the contract amount by \$75,539.00.

WHEREAS, Ordinance No. 18-5-9 adopted on May 21, 2018, by the St. Charles Parish Council, approved and authorized the execution of an Architectural Services Contract between Murray Architects, Inc., and St. Charles Parish for the design and construction management of the renovation of the second floor within the St. Charles Parish Courthouse Building in Hahnville; and,

WHEREAS, Ordinance No. 22-6-11 adopted on June 20, 2022, by the St. Charles Parish Council, approved and authorized the execution of a contract with NFT Group LLC, for St. Charles Parish Courthouse 2nd Floor Renovation, (Project No. GBCH0518), in the amount of \$6,179,000.00; and,

WHEREAS, Ordinance No. 22-10-5 adopted on October 17, 2022, by the St. Charles Parish Council, approved and authorized the execution of Change Order No. 1 for St. Charles Parish Courthouse 2nd Floor Renovation, (Project No. GBCH0518), to increase the contract amount by \$256,228.00 and increase the contract time by 14 days; and,

WHEREAS, it is necessary to amend the contract resulting in a decrease in the contract price by \$75,539.00.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Change Order No. 2 for the St. Charles Parish Courthouse 2nd Floor Renovation, (Project No. GBCH0518), to decrease the contract amount by \$75,539.00 is hereby approved and accepted.

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

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

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

And the ordinance was declared adopted this 6th day of May, 2024, to become effective five (5) days after this publication in the official journal.

CHAIRMAN: Bob Fisher
SECRETARY: Michelle Dupontato
DLVD/PARISH PRESIDENT: May 6, 2024
APPROVED: ✓ DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: May 6, 2024
AT: 7:46pm RECD BY: [Signature]

SECTION 00806

CHANGE ORDER

No. Two (2)

DATE OF ISSUANCE March 28, 2024

EFFECTIVE DATE March 28, 2024

OWNER St. Charles Parish

CONTRACTOR NFT Group, LLC

Contract: St. Charles Parish Courthouse 2nd Floor Renovation

Project: St. Charles Parish Courthouse 2nd Floor Renovation

OWNER's Contract No. GBCH0518

ARCHITECT's Contract No. 1639

ARCHITECT Murray Architects, Inc.

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

Description:

1. Delete the Following Work Items: Total of Deducted Items = *(-\$75,539.00)*
 - a. Delete value of remaining punch list items \$-35,539.00
 - b. Liquidated Damages \$-40,000.00
2. Add the Following Work Items: - Not Applicable
Total of Added Work Items = *(+/- \$0.00)*
3. Revise the Following Work Item Quantities: - Not
Total of Change in Work Items Quantity = *(+/- \$0.00)*

Reason for Change Order:

1. Deleted Work Items
 - a. Delete value of remaining punch list items
 - b. Apply liquidated damages to contract
2. Add Work Items – Not Applicable
3. Revise Work Item Quantities – Not Applicable

Attachments: (List documents supporting change)

Punch List Dated 1/16/24 attached.

CHANGE IN CONTRACT PRICE:
Original Contract Price \$ <u>6,179,000.00</u>
Net Increase from previous Change Orders No. <u>1</u> to <u>1</u> : \$ <u>256,228.00</u>
Contract Price prior to this Change Order: \$ <u>6,435,228.00</u>
Net decrease of this Change Order: \$ <u>75,539.00</u>
Contract Price with all approved Change Orders: \$ <u>6,359,689.00</u>

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: <u>May 31, 2023</u> Ready for final payment: _____ (days or dates)
Net change from previous Change Orders No. <u>1</u> to No. <u>1</u> : Substantial Completion: <u>June 14, 2023</u> Ready for final payment: _____ (days)
Contract Times prior to this Change Order: Substantial Completion: <u>344 days</u> Ready for final payment: _____ (days or dates)
Net increase (increase) this Change Order: Substantial Completion: <u>0 days</u> Ready for final payment: _____ (days)
Contract Times with all approved Change Orders: Substantial Completion: <u>June 14, 2023</u> Ready for final payment: _____ (days or dates)

RECOMMENDED:

APPROVED:

ACCEPTED:

By: [Signature]
ARCHITECT (Authorized Signature)

By: Matt Jewel
OWNER (Authorized Signature)

By: [Signature]
CONTRACTOR (Authorized Signature)

Date: 4-8-2024

Date: 5/10/24

Date: 4-1-24

2024-0158

**INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(GENERAL GOVERNMENT BUILDINGS)**

ORDINANCE NO. 24-5-7

An ordinance approving and authorizing the execution of Change Order No. 3 for the SCP E. Dufresne Community Center Ida & Window Repairs, (Project No. EDCC 0322), to increase the contract amount by \$17,178.00 and increase the contract time by 125 days.

WHEREAS, on March 25, 2022, the St. Charles Parish President and Meyer Engineers, LTD., executed a Professional Service Agreement to perform architectural and engineering services for said project in the lump sum amount of \$148,981.00; and,

WHEREAS, Ordinance No. 23-1-8 adopted on January 23, 2023, by the St. Charles Parish Council, approved and authorized the execution of a contract with NFT Group LLC, for the SCP E. Dufresne Community Center Ida & Window Repairs, (Project No. EDCC 0322), in the amount of \$1,144,000.00; and,

WHEREAS, Ordinance No. 23-6-4 adopted on June 5, 2023, by the St. Charles Parish Council, approved and authorized 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; and,

WHEREAS, Ordinance No. 23-10-6 adopted on October 23, 2023, by the St. Charles Parish Council, approved and authorized the execution of Change Order No. 2 for SCP E. Dufresne Community Center Ida & Window Repairs, (Project No. EDCC 0322), to increase the contract amount by \$138,567.00 and increase the contract time by 60 days; and,

WHEREAS, the increase in the contract amount by \$17,178.00 and increase the contract time by 125 days is a result in additional work items.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Change Order No. 3 for the SCP E. Dufresne Community Center Ida & Window Repairs, (Project No. EDCC 0322), to increase the contract amount by \$17,178.00 and increase the contract time by 125 days is hereby approved and accepted.

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

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

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

And the ordinance was declared adopted this 6th day of May, 2024, to become effective five (5) days after this publication in the official journal.

CHAIRMAN: Bob Fisher
 SECRETARY: Michelle Spadato
 DLVD/PARISH PRESIDENT: May 6, 2024
 APPROVED: ✓ DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell
 RETD/SECRETARY: May 6, 2024
 AT: 7:46pm RECD BY: [Signature]

SECTION 00806

CHANGE ORDER

No. 3

DATE OF ISSUANCE April 3, 2024

EFFECTIVE DATE 5/10/24

OWNER: St. Charles Parish Government

CONTRACTOR: NFT Group, LLC.

Contract: Building Construction

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

OWNER's Contract No. EDCC 0322

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 as described in Work Directive No. 5 – Attachment No. 2:
 - a. New Contract Item #: *Additional Scope of Work Fascia Replacement (Work Change Directive #5)*
Addition of \$17,178 (L.S.). Refer to RFC#013R1, RFC #019R1 & RFC #020R1 attached.

Total of Added Work Items = \$17,178.00

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 scope of work fascia replacement. (Refer to Attachment No. 1 for more details)

Attachments: (List documents supporting change)

1. Attachment No. 1 – Change Order Summary
2. Work Change Directive #5 (Attachment No. 2) – Fascia Replacement (RFC #019R1, RFC #013R1, & RFC #020R1)

SCP-E-00806

00806-1

Revised January 21, 2021

03

CHANGE IN CONTRACT PRICE:
Original Contract Price \$1,144,000.00
Net (increase) Decrease from previous Change Orders No. <u>1</u> to <u>2</u> : \$221,032.00
Contract Price prior to this Change Order: \$1,365,032.00
Net (increase) decrease of this Change Order: \$17,178.00
Contract Price with all approved Change Orders: \$1,382,210.00

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: <u>10/04/2023</u> Ready for final payment: <u>11/18/2023</u> (days or dates)
Net change from previous Change Orders No. <u>1</u> to No. <u>2</u> : Substantial Completion: <u>69</u> Ready for final payment: <u>45</u> (days)
Contract Times prior to this Change Order: Substantial Completion: <u>12/12/2023</u> Ready for final payment: <u>01/26/2024</u> (days or dates)
Net (increase) decrease this Change Order: Substantial Completion: <u>125</u> Ready for final payment: <u>45</u> (days)
Contract Times with all approved Change Orders: Substantial Completion: <u>04/15/2024</u> Ready for final payment: <u>05/30/2024</u> (days or dates)

RECOMMENDED:

By: [Signature]
ENGINEER (Authorized Signature)

Date: 4-8-24

APPROVED:

By: [Signature]
OWNER (Authorized Signature)

Date: 5/10/24

ACCEPTED:

By: [Signature]
CONTRACTOR (Authorized Signature)

Date: 4-4-24

Attachment No. 1
Change Order No. 3
SCP E. Dufresne Community Center
Idea and Window Repairs
A/E Project No. 20-22003 April 3, 2024

SCOPE OF CHANGE:

- | | |
|---|----------------------|
| 1. RFC # 013R1 – Metal Canopy Credit | CREDIT: (\$4,616.00) |
| 2. RFC # 019R1 – Fascia Replacement | ADD: \$22,488.00 |
| 3. RFC # 020R1 – Metal Panel Accessories Allowance Credit | CREDIT: (\$694.00) |

TOTAL ADDITIVE: \$17,178.00

JUSTIFICATIONS:

1. RFC # 013R1 – Credit for removing the canopy scope from the project.
2. RFC # 019R1 – Additional cost associated with replacing missing coping on the East, West, and South elevations of the building.
3. RFC # 020 – Credit for the allowance not used for the metal panel accessories, via RFC #010R7.

EXPLANATION FOR COSTS:

Per agreement at OAC meeting on 02/20/2024, NFT is splitting the costs of the credits and the additional cost with the Owner. The above credits and additions above are cut in half, this is what the Owner is due and what the Owner is responsible for in cost.

TIME EXTENSION:

Add **125** days of time extension.

- 0 days for additional work in RFC # 013R1.
- 125 days for additional work in RFC # 019R1.
- 0 days for additional work in RFC # 020R1.

65



RFC #013R1

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

Phone: 504-330-2189

Date: 03/01/24

RFC #013R1 – Metal Canopy Credit

Attached please find our *Request For Change #013R1 – Metal Canopy Credit* in the amount of:

Deduct \$4,616.00 (Four Thousand Six Hundred Sixteen Dollars and Zero Cents)

And

Add 0 (Zero) Calendar Days

NFT is submitting this RFC which includes the overall credit back to the owner for removing the canopy scope from the project. As agreed with Ownership and Meyer Engineers, Ltd in OAC on 02/20/24, NFT is splitting the costs of the credit due back to the Owner. 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. Provide credit back to the owner for removing the canopy from the project scope.
2. Only those items outlined above.

Schedule:

- NFT isn't requesting any additional time associated with this RFC.

Qualifications:

1. This RFC shall become a Change Order.
2. This RFC is valid until 03/08/24.

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 Rep
 St Charles Parish
 NFT Job No: 2022-07

Date: 03/01/2024

RFI / Dwg / ASI/PR :

Construction Contract Change Order Pricing Schedule

RFC **019**

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	1	HR	\$ 75.00
Superintendent	\$65.00	0	HR	\$ -
			Add Labor Burden 36.25%	\$ 27.19
Labor Total				\$ 102.19

2. Material

Material Required for Change	Unit Price	Quantity	Units	
			LF	\$ -
			LS	\$ -
			CY	\$ -
			Add Sales Tax 9.45%	\$ -
Material Total				\$ -

3. Equipment

Equipment Required for Change	Unit Price	Quantity	Units	
	\$0.00	0	EA	\$ -
			Week	\$ -
			EA	\$ -
			Add Sales Tax 9.45%	\$ -
Equipment Total				\$ -

Contractor's Cost of Work Total \$ **102.19**

Contractor's Overhead and Profit

10.0% \$ **10.22**

Section A Total \$ **112.41**

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

Subcontractor's Direct Cost		(\$9,345)
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 <u>OR</u>	0.0%	\$ -
Contractor's Overhead and Profit on Subcontractor's Direct Cost and OH&P (AIA A201 7.2.3.2)	10.0%	\$ -

Section B Total \$ **(9,345.00)**

Change Order Subtotal (Section A + B) \$ **(9,232.59)**

Bond	2.50%	\$ -
Builder's Risk	0.90%	\$ -
OCP	0.06%	\$ -

Total Cost of Proposed Change Order \$ **(9,233)**

Agreed split cost amount \$ **(4,616)**

Contract Days added to Project Schedule **0**

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Subcontractor Cost Breakdown

RFC 019

Cost of the Work :

Subcontractor	Cost of the Work	OH&P	Cost
Glendale: Metal Canopy Credit	(\$9,345.00)		(\$9,345)
			\$0
Subcontractor Totals	(\$9,345.00)	\$0.00	(\$9,345)

68

mvalentine@nftgr.com

From: Kevin Haslauer <kevin@glendaleinc.com>
Sent: Tuesday, September 12, 2023 3:47 PM
To: mvalentine@nftgr.com; Torey Gaudet
Cc: 'Jason Hayes'; 'Nauman Thomas'; 'Ryan Noland'
Subject: RE: EDCC - Canopy Credit

Good afternoon Matt,

The deduct would be \$9,345. Call with any questions. Thanks!

Kevin Haslauer

Owner

Glendale Enterprises Inc.
Pelican Protective Covers LLC.
710 Apple Street
Norco, LA 70079
Office: 504-229-6580
Mobile: 504-915-2445
www.glendaleinc.com
www.pelicancovers.com



From: mvalentine@nftgr.com <mvalentine@nftgr.com>
Sent: Tuesday, September 12, 2023 1:21 PM
To: Kevin Haslauer <kevin@glendaleinc.com>
Cc: 'Jason Hayes' <jhayes@nftgr.com>; 'Nauman Thomas' <nthomas@nftgr.com>; 'Ryan Noland' <rnoland@nftgr.com>
Subject: RE: EDCC - Canopy Credit

Kevin,

Following up on this. The owner is asking what this credit would be?

Sincerely,



831 Elysian Fields Ave - C



RFC #019R1 – Fascia Replacement

Attached please find our *Request For Change #019R1 – Fascia Replacement* in the amount of:
Add \$22,488.00 (Twenty-Two Thousand Four Hundred Eighty-Eight Dollars and Zero Cents)

And

Add 125 (One Hundred Twenty-Five) Calendar Days

NFT is submitting this RFC which includes the overall additional cost associated with replacing missing coping on the East, West, and South elevations of the building. As agreed with Ownership and Meyer Engineers Ltd in OAC on 02/20/24, NFT is splitting the total costs to replace the fascia where it is currently missing on the building. Additionally, contract days are being submitted to account for the days needed to complete this work. 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 new coping on the East, West, and South elevations of the building.
2. Only those items outlined above.

Schedule:

- NFT is requesting 125 additional calendar days associated with this RFC.
 - o 12/12/2023 – Contract completion date
 - o 125 days added to be current and extend the contract completion date to 04/15/2024 to allow this work to be completed.

Qualifications:

1. This RFC shall become a Change Order.
2. This RFC is inclusive of replacing fascia on the building only where it is missing. It does not include removing and installing new fascia where there is existing fascia.
3. This RFC is valid until 03/15/24.
4. No liquidated damages will be assessed to NFT Group, LLC because of this RFC and for NFT agreeing to split the canopy and metal panel accessories allowance credit due to the Owner.

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 Repair Date: 03/06/2024
 St Charles Parish RFI / Dwg / ASI/PR: _____
 NFT Job No: 2022-07

Construction Contract Change Order Pricing Schedule

RFC 019R1

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	40	HR	\$ 2,600.00
			Add Labor Burden	36.25% \$ 996.88
Labor Total				\$ 3,746.88

2. Material

Material Required for Change	Unit Price	Quantity	Units	
			LF	\$ -
			LS	\$ -
			CY	\$ -
			Add Sales Tax	9.45% \$ -
Material Total				\$ -

3. Equipment

Equipment Required for Change	Unit Price	Quantity	Units	
	\$0.00	0	EA	\$ -
			Week	\$ -
			EA	\$ -
			Add Sales Tax	9.45% \$ -
Equipment Total				\$ -

Contractor's Cost of Work Total \$ 3,746.88

Contractor's Overhead and Profit 10.0% \$ 374.69

Section A Total \$ 4,121.56

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

Subcontractor's Direct Cost		\$35,764
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%	\$ 3,576.35
Section B Total		\$ 39,339.85

Change Order Subtotal (Section A + B) \$ 43,461.41

Bond	2.50%	\$ 1,086.54
Builder's Risk	0.90%	\$ 400.93
OCP	0.06%	\$ 26.73

Total Cost of Proposed Change Order \$ 44,976
Agreed split cost amount \$ 22,488

Contract Days added to Project Schedule 125 Calendar Days



Subcontractor Cost Breakdown

RFC 019R1

Cost of the Work :

Subcontractor	Cost of the Work	OH&P	Cost
Cypress Roofing - Fascia Replacement	\$10,763.50		\$10,764
CJ Williams - Scaffold	\$25,000.00		\$25,000
Subcontractor Totals	\$35,763.50	\$0.00	\$35,764



Prepared For

NFT Group / Matthew Valentine.
831 Elysian Fields Ave.
New Orleans, LA 70117
(601) 462-1948

CJ Williams Construction LLC

808 Harang Ave.
Metairie, La 70001
Phone: (504) 338-7818
Email: cjwilliamsnola@gmail.com

Estimate
Date 02/27/2024

Description **Total**

\$25,000.00

Scaffold Low Roof at St Charles Parish Community Center.

\$25,000.00

Work to be performed at:
Edward Dufresne Community Center
274 Judge Edward Dufresne Parkway Luling, LA 70070

Work to be done as follows;
- Install scaffold on the low roof for fascia replacement.

For the amount of; \$25,000.00
Including equipment and labor.

Thankyou we appreciate your business.

Subtotal	\$25,000.00
<hr/>	
Total	\$25,000.00

COMMERCIAL ROOFING ESTIMATE

Cypress Commercial Roofing
 1802 S. Sonny Avenue
 Gonzales, LA 70737
 (225) 450-5507
 License No. 75979

Kolby McDade
 Office: 225.450.5507



DUFRESNE COMMUNITY CENTER

274 JUDGE EDWARDS DUFRESNE PARKWAY
Luling, LA 70070

Estimate #	4757
Date	2/23/2024

Item	Description	Qty	Price	Amount
RAKE EDGE, FASCIA, & COPING	<ul style="list-style-type: none"> • FABRICATE AND INSTALL 24 GAUGE (SANDSTONE) RAKE EDGE. (210 LNFT) • FABRICATE AND INSTALL 24 GAUGE (SANDSTONE) FASCIA. (210 LNFT) • FABRICATE AND INSTALL 24 GAUGE (SANDSTONE) COPING. (12 LNFT) • REPAIR DAMAGED 2"x6" NAILERS. (VARIOUS LOCATIONS) 	1.00	\$10,763.56	\$10,763.56
			Sub Total	\$10,763.56
			Total	\$10,763.56

SPECIAL INSTRUCTIONS

This estimate excludes any wood blocking, framing, decking, hat channels, furring channels, etc. This also excludes anything not listed in the above estimate.



RFC #020R1

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

Phone: 504-330-2189

Date: 03/06/24

RFC #020R1 – Metal Panel Accessories Allowance Credit

Attached please find our *Request For Change #020R1 – Metal Panels Accessories Allowance Credit* in the amount of:

Deduct \$694.00 (Six Hundred Ninety-Four Dollars and Zero Cents)

And

Add 0 (Zero) Calendar Days

NFT is submitting this RFC which includes the overall credit back to the owner for the allowance not used for the metal panel accessories being carried in the project via RFC #010R7. As agreed with Ownership and Meyer Engineers, Ltd in OAC on 02/20/24, NFT is splitting the costs of the credit due back to the Owner. 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. Provide credit back to the owner for removing the canopy from the project scope.
2. Only those items outlined above.

Schedule:

- NFT isn't requesting any additional time associated with this RFC.

Qualifications:

1. This RFC shall become a Change Order.
2. This RFC is valid until 03/15/24.

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 Repair: Date: 03/06/2024
 St Charles Parish RFI / Dwg / ASI/PR :
 NFT Job No: 2022-07

Construction Contract Change Order Pricing Schedule

RFC 020R1

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	1	HR	\$ 75.00
Superintendent	\$65.00	0	HR	\$ -
		Add Labor Burden	36.25%	\$ 27.19

Labor Total \$ 102.19

2. Material

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

Material Total \$ -

3. Equipment

Equipment Required for Change	Unit Price	Quantity	Units	
	\$0.00	0	EA	\$ -
			Week	\$ -
			EA	\$ -
		Add Sales Tax	9.45%	\$ -

Equipment Total \$ -

Contractor's Cost of Work Total \$ 102.19

Contractor's Overhead and Profit 10.0% \$ 10.22

Section A Total \$ 112.41

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

Subcontractor's Direct Cost				(\$1,500)
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 <u>OR</u>	0.0%			\$ -
Contractor's Overhead and Profit on Subcontractor's Direct Cost and OH&P (AIA A201 7.2.3.2)	10.0%			\$ -

Section B Total \$ (1,500.00)

Change Order Subtotal (Section A + B) \$ (1,387.59)

Bond	2.50%	\$ -
Builder's Risk	0.90%	\$ -
OCP	0.06%	\$ -

Total Cost of Proposed Change Order \$ (1,388)

Agreed split cost amount \$ (694)

Contract Days added to Project Schedule 0



Subcontractor Cost Breakdown

RFC 020R1

Cost of the Work :

Subcontractor	Cost of the Work	OH&P	Cost
Metal Panel Accessories Allowance: \$7,500.00			
Accessories used: 64 exterior clips and 36 interior clips x \$60/ea. = \$6,000.00	(\$1,500.00)		(\$1,500)
Subcontractor Totals	(\$1,500.00)	\$0.00	\$0 (\$1,500)



RFC #010R7

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

Phone: 504-330-2189

Date: 09/22/23

RFC #010R7 – Window Flashing Redesign

Attached please find our *Request For Change #010R7 – Window Flashing Redesign* in the amount of:

Add \$131,067.00 (One Hundred Thirty-One Thousand Sixty-Seven Dollars and Zero Cents)

\$4,368.90 per window

And

Add 60 (Sixty) Calendar Days

Additive for **\$7,500.00 (Seven Thousand Five Hundred Dollars and Zero Cents)** for unforeseen panels, clips, or components that require replacement during this change work.

NFT is submitting this RFC which includes the overall additional cost associated with design changes to the window flashing scope of work. A mockup with subsequent water test was performed on 1 (one) window following the flashing detail in the contract documents issued in the bid documents. The water test produced results of leaks and the weather tight design intent failing. New details were issued by the Design Team to install 1 (one) monolithic flashing sleeve encasing the entire window at each opening followed by fluid applied weather barrier. An additional mockup and water test reflective of this was performed after approval of RFC #007 –Additional Window Mockup. The water test illustrated no leaks and the revised flashing design to be suitable. This RFC is inclusive of all costs to perform this work at each window opening shown on the contract drawings to receive new flashing. 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. Remove existing metal panels around each window to be flashed.
2. Remove existing windows.
3. Furnish and install new monolithic sleeve at each window.
4. Fluid apply waterproofing membrane over monolithic sleeve.
5. Reinstall the windows.
6. Reinstall the existing metal panels.
7. Only those items outlined above.

Schedule:

- NFT is requesting 60 additional calendar days associated with this RFC.

Qualifications:

1. This RFC shall become a Change Order.
2. This includes removal of metal panels, window, installing new monolithic flashing sleeve, waterproofing fluid applied, reinstalling the window and metal panels.
3. Monolithic flashing sleeves will be raw aluminum.
4. As requested we have included a \$7500 contingency to apply to any additional unforeseen conditions or repairs/replacement of components encountered during the panel removal/re-installation. Replacement panels are priced at \$180 each and clips at \$60 apiece. As discussed, we will notify the design team of any damaged components as initial removal of these panels is underway. This is an allowance and any of these funds not used in this change work will be credited back to the Owner.
5. This RFC is valid until 09/29/23.

mvalentine@nftgr.com

From: Jason Hayes <jhayes@nftgr.com>
Sent: Wednesday, January 24, 2024 10:30
To: AM Matthew Valentine
Subject: EDDC-Glendale Metal Clips

Matthew,

As of January 24, Glendale installed (36) Clips to date.

mvalentine@nftgr.com

From: Jason Hayes <jhayes@nftgr.com>
Sent: Tuesday, February 6, 2024 1:37 PM
To: Matthew Valentine
Subject: Re: EDDC-Glendale Metal Clips

Matthew,

As of February 6, Glendale installed (64) additional metal clips. Totaling 100 to date.

On Wed, January 24, 2024, 10:30 AM Jason Hayes <jhayes@nftgr.com> wrote:
Matthew,

As of January 24, Glendale installed (36) Clips to date.

2024-0159

INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(GENERAL GOVERNMENT BUILDINGS)

ORDINANCE NO. 24-5-8

An ordinance approving and authorizing the execution of a Contract with Battco Construction and Maintenance, Inc., for the St. Charles Parish 1st Floor Courthouse Renovation (Project No. NO-GBCH023), in the amount of \$1,965,000.00.

WHEREAS, Ordinance No. 23-8-10 adopted on August 28, 2023, by the St. Charles Parish Council, approved and authorized the execution of a Professional Services Agreement with Murray Architects Inc., to perform architectural, conceptual design, and construction management, etc. for the St. Charles Parish Courthouse 1st Floor Renovation (Project No. GBCH023), for a period of 12 months, in the not to exceed amount of \$217,685.00; and,

WHEREAS, sealed bids were received by St. Charles Parish on March 12, 2024, for the St. Charles Parish 1st Floor Courthouse Renovation (Project No. NO-GBCH023); and,

WHEREAS, Murray Architects, Inc. has reviewed the bids and recommends that the contract be awarded to the lowest responsible and responsive bidder, Battco Construction and Maintenance, Inc., in the amount of \$1,965,000.00; and,

WHEREAS, the offices included in these renovations are the Clerk of Court Office, Tax Collection, Ancillary Offices and Common Areas.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the bid of Battco Construction and Maintenance, Inc., for the construction of St. Charles Parish 1st Floor Courthouse Renovation (Project No. NO-GBCH023), is hereby approved and accepted in the amount of \$1,965,000.00.

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

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

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

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

And the ordinance was declared adopted this 6th day of May, 2024, to become effective five (5) days after this publication in the official journal.

CHAIRMAN: Bob Fisher
SECRETARY: Michelle Dupontato
DLVD/PARISH PRESIDENT: May 6, 2024
APPROVED: ✓ DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: May 6, 2024
AT: 7:46pm RECD BY: [Signature]

SECTION 00500

CONTRACT

This agreement entered into this 6th day of May, 20 24, by Battco Construction and Maintenance, Inc., hereinafter called the "Contractor", whose business address is 21 29th Street, Kenner, LA 70062, and the St. Charles Parish, hereinafter called the "Owner".

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

ARTICLE 1

STATEMENT OF WORK

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

Project Name: St. Charles Parish 1st Floor Courthouse Renovation Project
Number: NO-GBCH023

1.02 The abovementioned work shall be completed in strict accordance with Contract Documents prepared by: Murray Architects, Inc.

1.03 It is recognized by the parties herein that said Contract Documents including by way of example and not of limitation, the Drawings and Specifications dated September 14, 2023, Addenda number(s) 1, 2, 3, the Instruction to Bidders, Supplemental Instructions to Bidders, Louisiana Uniform Public Works Bid Form, General Conditions, Supplementary Conditions (if applicable), any Addenda thereto, impose duties and obligations upon the parties herein, and said parties thereby agree that they shall be bound by said duties and obligations. For these purposes, all of the provisions contained in the aforementioned Contract Documents are incorporated herein by reference with the same force and effect as though said Contract Documents were herein set out in full.

1.04 The Work is generally described as follows: 1st Floor Courthouse Renovation

ARTICLE 2

ARCHITECT

- 2.01 The Project has been designed by Murray Architects, Inc. who is hereinafter called "Architect" and who will assume all duties and responsibilities and have the rights and authority assigned to Architect in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3

CONTRACT TIME

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

ARTICLE 4

LIQUIDATED DAMAGES

- 4.01 Owner and Contractor recognize that the Owner will suffer direct financial loss if Work is not completed within the Contract Time specified plus any extensions thereof allowed in accordance with these General Conditions of this Contract, and therefore, time is of the essence. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Contractor and Surety agree to forfeit and pay Owner One Thousand Five dollars \$1,500.00 per day as Liquidated Damages for delay (but not as a penalty). Such Liquidated Damages will be assessed for each calendar day that expires after the Contract Time. This amount represents a reasonable estimate of Owner's expenses for extended delays and the costs associated therein. This provision shall be effective between the parties ipso facto and without demand or putting in default, it being specifically agreed that the Contractor by his mere failure to complete the work on or before the date specified shall be deemed in default.

ARTICLE 5

CONTRACT PRICE

- 5.01 The Owner will pay and the Contractor will accept in full consideration for the performance of the Contract the sum of:
- a) (\$1,965,000.00) One Million Nine Hundred Sixty-Five Thousand Dollars and Zero Cents based on unit prices specified within this contract document. Contract price is firm and subject only to modification by written Change Order agreed to and signed by both parties and the Architect and approved by the St. Charles Parish Council.

ARTICLE 2

ARCHITECT

- 2.01 The Project has been designed by Murray Architects, Inc. who is hereinafter called "Architect" and who will assume all duties and responsibilities and have the rights and authority assigned to Architect in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

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ARTICLE 5

CONTRACT PRICE

- 5.01 The Owner will pay and the Contractor will accept in full consideration for the performance of the Contract the sum of:
- a) (\$1,965,000.00) One Million Nine Hundred Sixty-Five Thousand Dollars and Zero Cents based on unit prices specified within this contract document. Contract price is firm and subject only to modification by written Change Order agreed to and signed by both parties and the Architect and approved by the St. Charles Parish Council.

ARTICLE 6

PAYMENT PROCEDURES

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

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

ARTICLE 7

CONTRACTOR'S REPRESENTATIONS

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

ARTICLE 8

CONTRACT DOCUMENTS

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

- c) Payment Bond (Section 00610)
- d) Insurance Certificates
- e) Advertisement for Bids (Section 00010)
- f) Louisiana Uniform Public Works Bid Form (Section 00300)
- g) Addenda (Numbers 1 to 3 inclusive)
- h) Contract documents bearing the general title "St. Charles Parish 1st Floor Courthouse Renovation" dated September 14, 2023.
- i) Drawings, consisting of a cover sheet dated) September 14, 2023 and the sheets listed on Drawing G.0.1; each sheet bearing the following general title: St. Charles Parish 1st Floor Courthouse Renovation
- j) General Conditions (Section 00700)
- k) Supplementary Conditions (if applicable for compliance purposes) (Section 0800)

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

ARTICLE 9

MISCELLANEOUS

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

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

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement effective as of the date first written above. All portions of the Contract Documents have been signed or identified by Owner and Contractor or by Architect on their behalf.

OWNER: Parish of St. Charles

By: *Math Jewer*
Title: Parish President

CONTRACTOR:

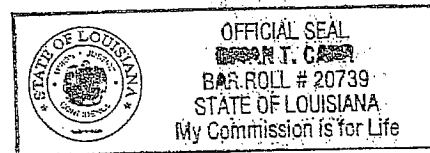
By: *[Signature]*
Title: President

ATTEST:

By: *Michelle Dupodato*
Title: Council Secretary

ATTEST:

By: *[Signature]*
Title: NOTARY



END OF SECTION

2024-0162

INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PLANNING & ZONING)

RESOLUTION NO. 6767

A resolution endorsing a waiver from Appendix C, Subdivision Regulations of 1981, Section III. Geometric Standards, C. Lots, 1. Size, as requested by Tracy and Monica Trepagnier.

WHEREAS, the St. Charles Parish Subdivision Ordinance of 1981 requires that the Parish Council endorse waivers from Subdivision Regulations; and,

WHEREAS, the Subdivision Regulations require lots to conform with minimum width, depth, area, and setbacks as per the St. Charles Parish Zoning Ordinance; and,

WHEREAS, the applicant has requested a waiver from the minimum area requirement for Lot 12A-2 as shown on a survey by Stephen P. Flynn, PLS dated August 15, 2023, revised September 19, 2023; and,

WHEREAS, granting the waiver will allow Lot 12A-2 to measure below the minimum 6,000 square foot area in the R-1A zoning district; and,

WHEREAS, the Planning and Zoning Commission approved the resubdivision with the waiver at its meeting on October 12, 2023.

NOW, THEREFORE, BE IT RESOLVED THAT THE ST. CHARLES PARISH COUNCIL, hereby provides this supporting authorization to endorse a waiver from the minimum area requirement to allow Lot 12A-2 as shown on a survey by Stephen P. Flynn, PLS dated August 15, 2023, revised September 19, 2023, as requested by Tracy and Monica Trepagnier.

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

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

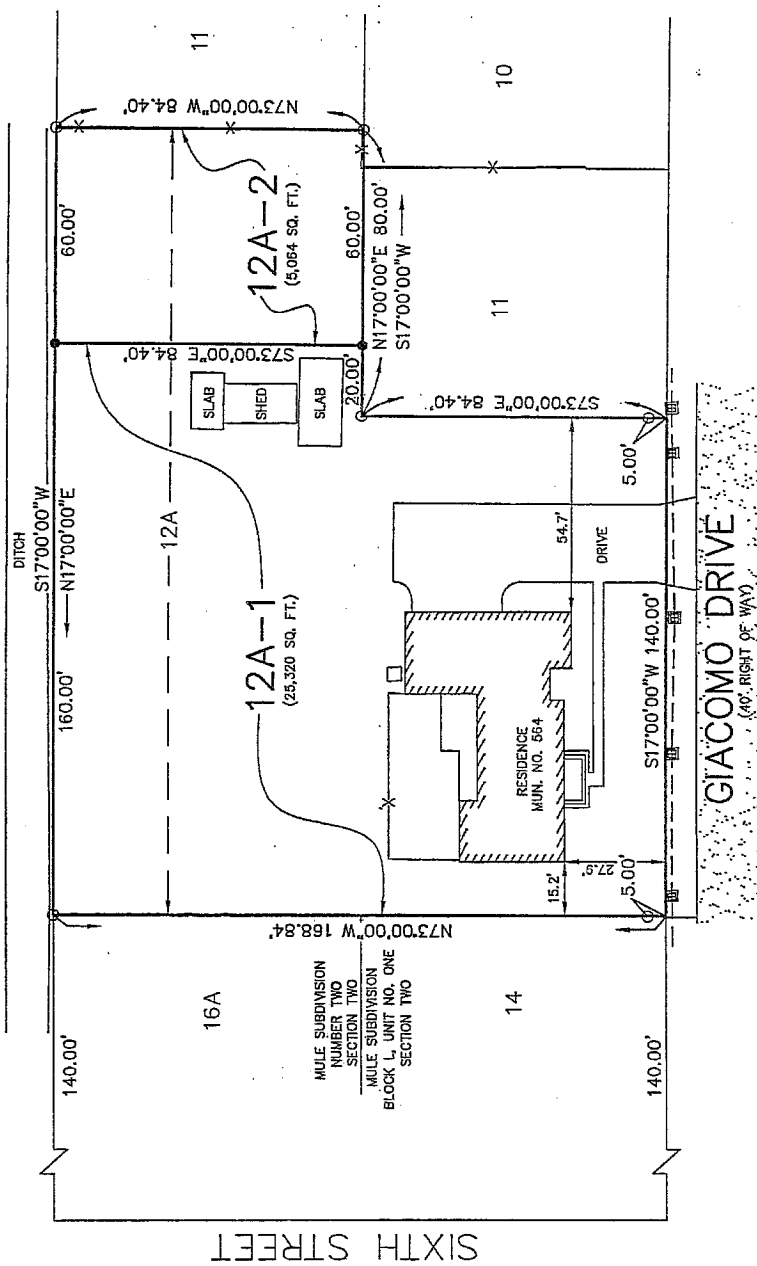
And the resolution was declared adopted this 6th day of May, 2024, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Fisher
SECRETARY: Michelle Lapostato
DLVD/PARISH PRESIDENT: May 6, 2024
APPROVED: DISAPPROVED:

PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: May 6, 2024
AT: 7:41pm RECD BY: [Signature]

OWNER: MONICA SONGY TREPAGNER
564 GIACOMO STREET
NORCO, LA 70079

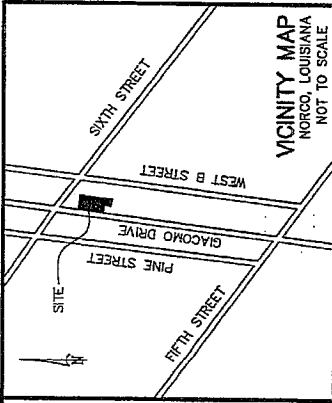
MARY STREET
(UNIMPROVED)
(40' RIGHT OF WAY)



SIXTH STREET

FIFTH STREET (SIDE)

VICINITY MAP
NORCO, LOUISIANA
NOT TO SCALE



APPROVED:

Mark Jencee 5/6/22
PARISH PRESIDENT DATE

[Signature] 10/13/2023
CHAIR, PLANNING AND ZONING COMMISSION DATE

Bob Jelen 5/6/24
CHAIR, ST. CHARLES PARISH COUNCIL DATE

CERTIFICATION: THIS IS TO CERTIFY THAT THIS PLAT IS MADE IN ACCORDANCE WITH LA. REVISED STATUTES 33:5051 ET. SEC. AND CONFORMS TO ALL PARISH ORDINANCES GOVERNING THE SUBDIVISION OF LAND.

RECORDED IN THE CLERK OF COURT'S OFFICE

ST. CHARLES PARISH, LOUISIANA

ON THE _____ DAY OF _____ 20____

INSTRUMENT NUMBER _____

ALL NECESSARY SEWER, WATER AND/OR OTHER UTILITY EXTENSIONS SHALL BE MADE BY AND SOLELY AT THE LOT OWNER'S EXPENSE

LEGEND

- 1/2" IRON ROD SET
- 1/2" IRON PIPE FOUND
- X- FENCE

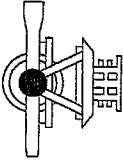


SCALE IN FEET
1"=40'

DRAWN BY: KPB

DRAWING NO. MM0276_W05065

RIVERLANDS SURVEYING COMPANY



505 HEMLOCK STREET
LAPLACE, LA. 70068
1-800-248-6982
985-652-6356

TITLE: SURVEY PLAT AND RESUBDIVISION OF LOT 12A, BLOCK L, MULE SUBDIVISION, UNIT NO. ONE, SECTION TWO INTO A LOT HEREIN DESIGNATED AS LOT 12A-1, BLOCK L, MULE SUBDIVISION, UNIT NO. ONE, SECTION TWO & LOT 12A-2, MULE SUBDIVISION, NUMBER TWO, SECTION TWO SITUATED IN SECTION 6, T-12-S, R-8-E, NORCO, ST. CHARLES PARISH, LOUISIANA.

DATE: AUGUST 15, 2023, REVISED 9/19/2023

SURVEY REFERENCE: SURVEY PLAT AND RESUBDIVISION OF LOT 12A, BLOCK L, MULE SUBDIVISION, UNIT NO. ONE, SECTION TWO & LOTS 12, 13, 14, 15, 16 & 17, SQUARE 11, MULE SUBDIVISION NUMBER TWO, SECTION TWO INTO LOTS HEREIN DESIGNATED AS LOT 12A, BLOCK L, MULE SUBDIVISION, UNIT NO. ONE, SECTION TWO & LOT 16A, SQUARE 11, MULE SUBDIVISION NUMBER TWO, SECTION TWO BY STEPHEN P. FLYNN, P.L.S. DATED MAY 6, 2012

BASIS OF BEARING: TAKEN FROM REFERENCED SURVEY PLAT NO. 1.

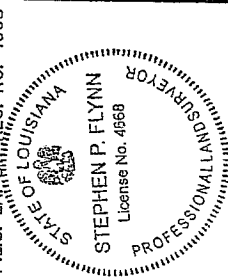
SURVEYOR'S NOTES: A. THIS PLAT IS CORRECT AND IN ACCORDANCE WITH A PHYSICAL SURVEY MADE ON THE GROUND UNDER THE DIRECTION OF THE UNDERSIGNED AND COMPLIES WITH THE REQUIREMENTS OF LOUISIANA'S "STANDARDS OF PRACTICE FOR BOUNDARY SURVEYS" FOR A CLASS B SURVEY.

B. NO TITLE OPINION WAS PROVIDED TO THIS FIRM, THEREFORE NO CERTIFICATION IS GIVEN TO THE EXISTENCE OF OTHER SERVITUDES OR EASEMENTS WHICH MAY EXIST OTHER THAN THOSE SHOWN.

C. MINIMUM SETBACK LINES AND SERVITUDES SHOWN ARE BASED ON THE REFERENCED SURVEY PLAT. THE APPROPRIATE PARISH AUTHORITY OR NEIGHBORHOOD REGULATORY BOARD SHOULD BE CONSULTED FOR FINAL DETERMINATION.

D. THE FOLLOWING NOTE SHALL BE ADDED TO RESUBDIVISION MAPS THAT RESULT IN A NET INCREASE OF LOTS: NO LOT CREATED BY THIS ACT OF SUBDIVISION SHALL BE DIVIDED IN SUCH A WAY THAT ANOTHER NET INCREASE IN THE NUMBER OF LOTS OCCURS FOR A PERIOD OF TWO YEARS.

Stephen P. Flynn
STEPHEN P. FLYNN
P.L.S. LA. ST. REG. NO. 4668



2024-0163

**INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PLANNING & ZONING)**

RESOLUTION NO. 6768

A resolution endorsing a waiver from Appendix C, Subdivision Regulations of 1981, Section III. Geometric Standards, B. Blocks, 3. Arrangement, as requested by Louis M. Andolsek for Ashton Plantation Estates, LLC.

WHEREAS, the St. Charles Parish Subdivision Ordinance of 1981 requires that the Parish Council endorse waivers from Subdivision Regulations; and,

WHEREAS, the Subdivision Regulations require dead-end streets with a length exceeding the width of two lots to terminate in a cul-de-sac or turning circle built to Parish specifications; and,

WHEREAS, the 143.89 ft. extension of Cove Pointe Drive exceeds the width of two lots but does not terminate in a cul-de-sac/turning circle as shown on the Preliminary Plat of Ashton Plantation Phase 2-B Addendum No. 1 by Louis J. Gassen Jr., PLS, Gassen Surveying, LLC, dated October 10, 2023, revised February 6, 2024 and March 7, 2024; and,

WHEREAS, the applicant requests a waiver from the cul-de-sac/turning circle requirement for the terminus of the Cove Pointe Drive extension; and,

WHEREAS, granting the waiver will allow Cove Pointe Drive to terminate at its standard 50 ft. width instead of a cul-de-sac/turning circle built to Parish specifications; and,

WHEREAS, the Planning and Zoning Commission approved the Preliminary Plat of Ashton Plantation Phase 2-B Addendum No. 1 with the waiver at its meeting on April 4, 2024.

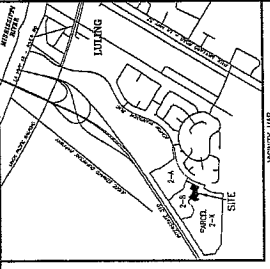
NOW, THEREFORE, BE IT RESOLVED THAT THE ST. CHARLES PARISH COUNCIL, hereby provides this supporting authorization to endorse a waiver from the cul-de-sac/turning circle requirement for the extension of Cove Pointe Drive as shown on the Preliminary Plat of Ashton Plantation Phase 2-B Addendum No. 1 by Louis J. Gassen Jr., PLS, Gassen Surveying, LLC, dated October 10, 2023, revised February 6, 2024 and March 7, 2024, as requested by Louis M. Andolsek for Ashton Plantation Estates, LLC.

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

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

And the resolution was declared adopted this 6th day of May, 2024, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Fisher
SECRETARY: Michelle Dupontato
DLVD/PARISH PRESIDENT: May 6, 2024
APPROVED: DISAPPROVED:
PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: May 6, 2024
AT: 7:46pm RECD BY: [Signature]



APPROVED:

[Signature] 4/8/24
 ST. CHARLES PARISH ENGINEERING AND SURVEYING, LLC
 1000 PINEAPPLE DRIVE, SUITE 100
 LULING, LA 70301

[Signature] 5/6/24
 ST. CHARLES PARISH ENGINEERING AND SURVEYING, LLC
 1000 PINEAPPLE DRIVE, SUITE 100
 LULING, LA 70301

ST. CHARLES PARISH LAND USE REGULATIONS, INCLUDING SETBACK STANDARDS, REQUIREMENTS FOR SUBDIVISION COVENANTS WHERE PARISH REGULATIONS ARE MORE RESTRICTIVE.

THE STORM DRAINAGE INFRASTRUCTURE WILL BE INSTALLED IN SUBSURFACE DRAINAGE CANALS AND ULTIMATELY PUMPED INTO THE ST. CHARLES CANAL VIA THE BRACKET PUMPING STATION.

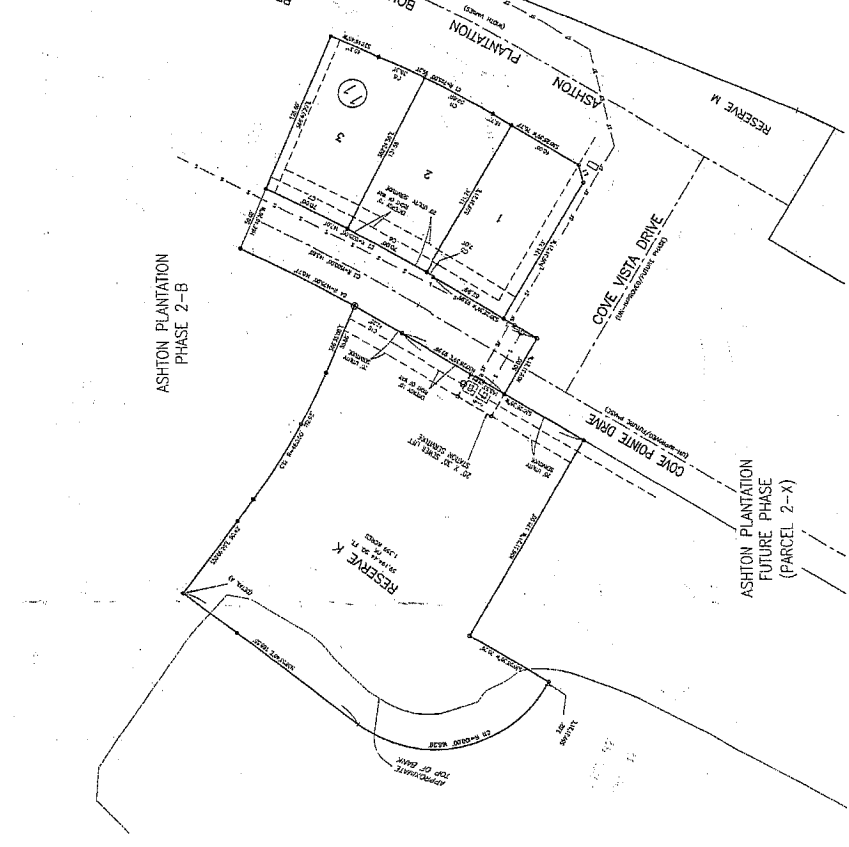
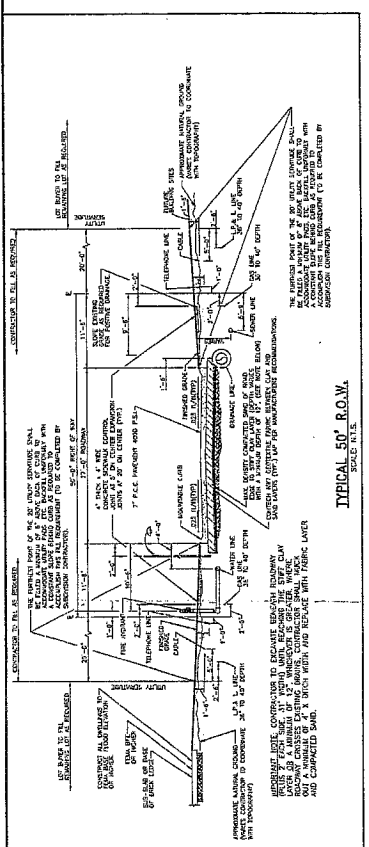
REGULATION OF WAY OF STREETS, STORM SEWER, AND NOT WITHIN THE FRONT OF LOT OR STREET FRONTAGE, SHALL BE THE RESPONSIBILITY OF THE OWNER. ALL AREAS SHOWN AS UNDEVELOPED ARE TO BE MAINTAINED FOR THE USE OF THE GENERAL USE OF THE PUBLIC, TO BE USED FOR BUILDING STRUCTURES OR FENCE ANY STRUCTURE SO AS TO PREVENT OR UNDESIRABLY INTERFERE WITH ANY PURPOSE FOR WHICH THE SERVICE IS GRANTED.

SEWERAGE DISPOSAL SHALL BE BY A METHOD OF SEWERAGE DISPOSAL EXCEPT CONNECTION TO AN APPROVED SEWER SYSTEM PROVIDED UNDER THE JURISDICTION OF THE ST. CHARLES PARISH DEPARTMENT OF HEALTH OR MODERN EQUIVALENT.

LOUISIANA PROFESSIONAL ENGINEER
 NUMBER 10000
 ST. CHARLES PARISH ENGINEERING AND SURVEYING, LLC
 P. O. BOX 107
 LULING, LA 70301
 LOUISIANA PROFESSIONAL SURVEYOR
 NUMBER 10000
 ST. CHARLES PARISH ENGINEERING AND SURVEYING, LLC
 P. O. BOX 107
 LULING, LA 70301

I certify that this plan and appraisals are correct and that the information contained herein is true and correct to the best of my knowledge and belief.

[Signature] JIC, PLS
 LOUISIANA PROFESSIONAL SURVEYOR
 NUMBER 10000
 ST. CHARLES PARISH ENGINEERING AND SURVEYING, LLC
 P. O. BOX 107
 LULING, LA 70301



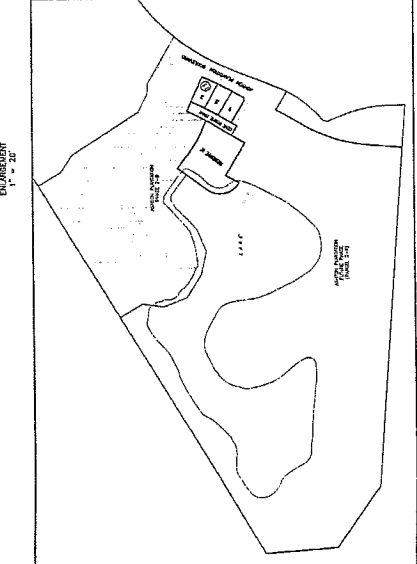
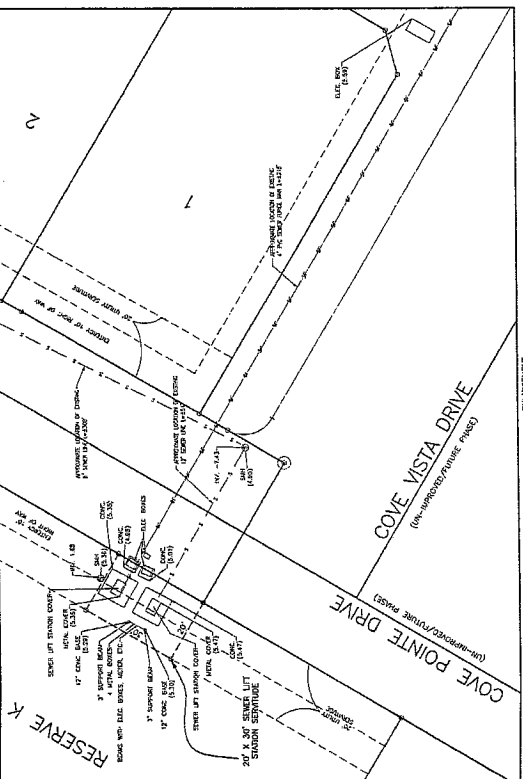
(PRELIMINARY PLAT)
 ASHTON PLANTATION
 PHASE 2-B
 ADDENDUM NO. 1
 (INTO LOTS 1, 2 & 3, SQUARE 11
 AND RESERVE K)
 IN SECTION 97, T13S - R20E
 LULING, ST. CHARLES PARISH, LOUISIANA
 SCALE: 1" = 50'

APPROVED FOR RECORD
 OCTOBER 10, 2023
 FILED FEBRUARY 6, 2024
 PLATED MARCH 7, 2024

GRAPHIC SCALE
 0 25 50 100
 FEET

LOT NO.	AREA (SQ. FT.)	AREA (ACRES)
LOT 1	10,120.00	0.232
LOT 2	10,120.00	0.232
LOT 3	10,120.00	0.232

LINE NO.	DESCRIPTION	PERMITS
1	30" DIA. STORM DRAINAGE	14.1
2	18" DIA. STORM DRAINAGE	14.1



NOTES:
 1. ALL DIMENSIONS ARE IN FEET AND INCHES.
 2. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
 3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 4. ALL DIMENSIONS ARE TO CORNER UNLESS OTHERWISE NOTED.
 5. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
 6. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 7. ALL DIMENSIONS ARE TO CORNER UNLESS OTHERWISE NOTED.