



ST. CHARLES PARISH


OFFICE OF THE COUNCIL SECRETARY

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

COUNCIL OFFICE MEMORANDUM

DATE: FEBRUARY 27, 2025

TO: MR. MILES BINGHAM
PUBLIC WORKS DIRECTOR

FROM: MICHELLE IMPASTATO 
COUNCIL SECRETARY

RE: CHANGE ORDER NO. 2 (FINAL)
DES ALLEMANDS PHASE 1 BULKHEAD
(PROJECT NO. P210601)

On February 24, 2025, the St. Charles Parish Council adopted Ordinance No. 25-2-11 approving and authorizing the execution of Change Order No. 2 (Final) for the Des Allemands Phase 1 Bulkhead (Project No. P210601), to decrease the contract amount by \$118,000.72 and decrease the contract time by sixteen (16) calendar days, for a total contract price of \$6,949,452.71 and total contract time of two hundred fifty-three (253) calendar days.

A fully executed ordinance and change order have been recorded. A copy of the recorded ordinance and two (2) original change orders are enclosed for your records.

MI/ag

Enclosures

cc: ¹Parish Council
Ms. Samantha de Castro w/enclosure
Mr. Corey Oubre w/enclosure
Mr. Grant Dussom w/enclosure
Mr. Brandon Bernard w/enclosure
All South Construction Engineers, LLC w/original enclosure
APC Construction, LLC w/original enclosure

¹ Council Dept. retained 1 original for file; 1 original filed in COC (2)

2025-0028

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

ORDINANCE NO. 25-2-11

An ordinance approving and authorizing the execution of Change Order No. 2 (Final) for the Des Allemands Phase 1 Bulkhead (Project No. P210601), to decrease the contract amount by \$118,000.72 and decrease the contract time by sixteen (16) calendar days, for a total contract price of \$6,949,452.71 and total contract time of two hundred fifty-three (253) calendar days.

WHEREAS, Ordinance No. 21-8-13 adopted on August 23, 2021, by the St. Charles Parish Council, approved and authorized the execution of a Professional Services Agreement with All South Consulting Engineers, LLC., to perform engineering services for Des Allemands Bulkhead (Project No. P210601), in the amount not to exceed \$404,707.00; and,

WHEREAS, Ordinance No. 22-1-8 adopted on January 24, 2022, by the St. Charles Parish Council, approved and authorized the execution of a contract with APC Construction, LLC, for Parish Project No. P210601 Des Allemands Emergency Bulkhead, with a Bid in the amount of \$1,908,019.20; and,

WHEREAS, Ordinance No. 22-3-6 adopted on March 7, 2022, by the St. Charles Parish Council, approved and authorized the execution of a Amendment No. 1 to Ordinance No. 21-8-13, which approved the Professional Services Agreement with All South Consulting Engineers, LLC, to perform engineering services for the Des Allemands Bulkhead (Parish Project No. P210601), to increase the overall design contract by \$322,238.00, bringing the overall contract value to \$726,945.00; and,

WHEREAS, Ordinance No. 22-9-4 adopted on September 19, 2022, by the St. Charles Parish Council, approved and authorized the execution of Change Order No.1 for the Des Allemands Emergency Bulkhead, (Project No. P21-0601), to decrease the contract amount by \$135,101.22 and decrease contract time by 36 days, resulting in an overall contract value of \$1,772,917.98 and 144 calendar days; and,

WHEREAS, Ordinance No. 23-10-5 adopted on October 9, 2023, by the St. Charles Parish Council, approved and authorized the execution of a Professional Services Agreement with Alpha Testing and Inspection, Inc., to perform testing services for the Des Allemands Bulkhead (Project No. P210601), in the not to exceed amount of \$57,000.00; and,

WHEREAS, Ordinance No. 23-11-14 adopted on November 20, 2023, by the St. Charles Parish Council, approved and authorized the execution of a of a Contract with APC Construction, LLC, for Des Allemands Phase 1 Bulkhead (Project No. P210601) in the amount of \$6,226,996.00; and,

WHEREAS, Ordinance No. 24-7-20 adopted on July 22, 2024, by the St. Charles Parish Council, approved and authorized the execution of Change Order No. 1 for the Des Allemands Phase 1 Bulkhead (Project No. P210601), to increase the contract amount by \$840,457.43 and increase the contract time by eighty-nine (89) calendar days; and,

WHEREAS, it is necessary to amend the contract to revise contract items to match final installed quantities and contract days to match substantial completion, resulting in a decrease to the contract amount by \$118,000.72 and the contract time by sixteen (16) calendar days, resulting in an overall final contract price of \$6,949,452.71 and overall final contract time of two hundred fifty-three (253) calendar days.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Change Order No. 2 (Final) for Des Allemands Phase 1 Bulkhead (Project No. P210601), to decrease the contract amount by \$118,000.72 and to decrease the contract time by sixteen (16) calendar days is hereby approved and accepted.

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

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 24th day of February, 2025, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Holly Fonseca
SECRETARY: Michelle Dupont
DLVD/PARISH PRESIDENT: February 25, 2025
APPROVED: [Signature] DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: February 26, 2025
AT: 10:42 am RECD BY: [Signature]

RECORDED IN THE ST. CHARLES PARISH
CLERK OF COURT OFFICE
ON 2-27-2025
AS INSTRUMENT NO. 487134
IN MORTGAGE/CONVEYANCE/OATH BOOK

SECTION 00806

CHANGE ORDER

No. 2 (Final)

DATE OF ISSUANCE 1/20/2025

EFFECTIVE DATE

OWNER	St. Charles Parish Public Works
CONTRACTOR	APC Construction LLC
Contract:	Ordinance No. 23-11-14; Des Allemands Phase 1 Bulkhead; Date: 11/22/2023
Project:	Des Allemands Phase 1 Bulkhead
OWNER's Contract No.	P210601
ENGINEER's Contract No.	21-8-13
ENGINEER	All South Consulting Engineers, LLC

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

Description:

1. Delete the Following Work Items:

Contract Item: *005 Flowable Fill*
Delete item in its entirety. (- \$18,275.00)
Contract Item: *009 Asphalt Pavement Restoration*
Delete item in its entirety. (- \$40,950.00)
Total of Deducted Items (- \$59,225.00)

2. Add the Following Work Items:

N/A
Total of Added Work Items = (\$0.00)

3. Revise the Following Work Item Quantities:

Contract Item: *007 Rip Rap (55#)*
The quantity is to be decreased from 400 TON to 185.88 TON, at the Contract unit price of \$138.00/TON (- \$29,548.56).
Contract Item: *008 Steel Sheet Pile*
The quantity is to be decreased from 1,540 LF to 1,535.98 LF, at the Contract unit price of \$2,722.00/LF (- \$10,942.44).
Contract Item: *010 Asphalt Pavement (Remove and Replace)*
The quantity is to be increased from 56 SY to 185.52 SY, at the Contract unit price of \$262.00/SY (+ \$33,934.24).
Contract Item: *012 Pipe Penetrations*
The quantity is to be decreased from 1 LS to 0.687127 LS, at the Contract unit price of \$67,203.00/LS (- \$21,026.00).
Contract Item: *014 Relocation of Infrastructure Items*
The quantity is to be decreased from 1 LS to 0.901154 LS, at the Contract unit price of \$50,000.00/LS (- \$4,942.30).
Contract Item: *017 Alt. #1 Remove/Replace Existing Concrete Pavement*
The quantity is to be increased from 460 SY to 463.48 SY, at the Contract unit price of \$297.72/SY (+ \$1,036.07).
Contract Item: *019 Alt. #1 Steel Sheet Pile*
The quantity is to be decreased from 278 LF to 253.2096847 LF, at the Contract unit price of \$2,442.00/LF (- \$60,537.95).
Contract Item: *031 CO #1 – Installation of Timber Pier*

The quantity is to be increased from 1 LS to 1.449131358 LS, at the Contract unit price of \$74,034.51/LS (+ \$33,251.22).
Total of Revised Work Items = (- \$58,775.72)

Reason for Change Order:

1. Deleted Work Items

005 Flowable Fill was deleted from the project due to changes in the project that caused this item to not be used.

009 Asphalt Pavement Restoration was deleted from the project due to changes in the project that caused this item to not be used.

2. Added Work Items

N/A

3. Revised Work Items

007 Rip Rap (55#) tonnage quantity was reduced due to Parish-approved scope changes at the project area limits near Old 90, as well as scope changes at the south end of the Emergency phase work.

008 Steel Sheet Pile linear foot quantity was reduced due to quantity underrun in addition to Parish-approved alignment changes.

010 Asphalt Pavement (Remove and Replace) square yardage was increased due to Parish-approved field changes of the remove/replace area required near the boat-launch under US HWY 90.

012 Pipe Penetrations lump sum quantity was reduced due to field observations of previously identified penetration locations no longer being required.

014 Relocation of Infrastructure Items lump sum quantity was reduced as not all of the bid item allowance was used.

017 Alt. #1 Remove/Replace Existing Concrete Pavement was increased due to Parish-approved field changes of the remove/replace area required near the Crab Shack.

019 Alt. #1 Steel Sheet Pile linear foot quantity was reduced due to quantity underrun in addition to Parish-approved alignment changes.

031 CO #1 – Installation of Timber Pier lump sum was increased due to Parish-approved scope increase regarding improvements made to the pier located at the Crab Shack. See attached APC Proposal C011 Crab Shack Timber Dock for backup.

Attachments:

Crab Shack Timber Dock Proposal

CHANGE IN CONTRACT PRICE:
Original Contract Price \$ 6,226,996.00
Net Increase (Decrease) from previous Change Orders No. <u>0</u> to <u>1</u> : \$ 840,457.43
Contract Price prior to this Change Order: \$ 7,067,453.43
Net increase decrease of this Change Order: -\$ 118,000.72
Contract Price with all approved Change Orders: \$ 6,949,452.71

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: 9/14/2024 (180) Ready for final payment: 10/29/2024
Net change from previous Change Orders No. 0 to No. 1: Substantial Completion: 12/12/2024 (269) Ready for final payment: 1/26/2025
Contract Times prior to this Change Order: Substantial Completion: 12/12/2024 (269) Ready for final payment: 1/26/2025
Net increase decrease this Change Order: Substantial Completion: 11/26/2024 (253) Ready for final payment: 1/10/2025
Contract Times with all approved Change Orders: Substantial Completion: 11/26/2024 (253) Ready for final payment: 1/10/2025

RECOMMENDED:

By: [Signature]
ENGINEER (Authorized Signature)

Date: 2/5/25

APPROVED:

By: [Signature]
OWNER (Authorized Signature)

Date: 2/26/25

ACCEPTED:

By: [Signature]
CONTRACTOR (Authorized Signature)

Date: 2/6/25

Scott Wetzel

From: Andre Ford <aford@stcharlesgov.net>
Sent: Monday, November 4, 2024 4:20 PM
To: Scott Wetzel
Cc: Emily Newell
Subject: RE: Des Allemands Bulkhead- Crab Shack Dock

Scott,

To recap our phone conversation the Parish will pay 60% of the dock price and add it to the Timber Pier item that was added in Change Order #1, and the obstruction cost can be added to the Relocation of Infrastructure item in the original contract that is projected to have roughly \$11k left in it.

Thanks,

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

From: Scott Wetzel
Sent: Monday, November 4, 2024 3:26 PM
To: Andre Ford
Cc: Emily Newell
Subject: FW: Des Allemands Bulkhead- Crab Shack Dock

Andre,

I reviewed the attached cost proposal for the unforeseen obstructions submitted by APC. I have no comments. Can you please advise how the Parish would like to proceed with this?

Thanks,

Scott Wetzel, P.E.
All South Consulting Engineers, LLC
652 Papworth Ave
Metairie, LA
(504)-322-2783

From: Logan Mulligan <logan.mulligan@apcconstruction.com>
Sent: Friday, November 1, 2024 8:34 AM
To: Andre Ford <aford@stcharlesgov.net>; Scott Wetzel <swetzel@ascellc.com>
Cc: Nicholas Gallo <nicholas.gallo@apcconstruction.com>
Subject: Des Allemands Bulkhead- Crab Shack Dock

Andre/Scott,

As discussed, please see attached revised crab shack dock proposal, which includes the revised dock design. Also attached is the crab shack obstruction proposal for standby time associated with obstruction encountered during installation of sheet pile at the crab shack.

Scott,

Please advise if the dock design is sufficient. We have considered 1 ea. all thread rod at joist to timber pile connections, and 1 ea. all thread rod at stringer to joist connections.

Please let me know if you have any questions.

Thanks,

Logan Mulligan
Project Manager
Heavy Construction | APC Construction, LLC

logan.mulligan@apccconstruction.com | www.apccconstruction.com

(504) 539-4260 Office | (504) 324-0777 Fax | (504) 717-6587 Cell

1910 Peters Road, Harvey, LA 70058

A SRMSDC MBE Company - ISNetWorld Member Contractor



Disclaimer

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Des Allemands Bulkhead Phase 1
 Project No.: P210601
 APC Proposal No.: 011 Rev 2

All South Consulting Engineers, LLC
 Contact: Scott Wetzel
 652 Papworth Ave.
 Metairie, LA

Scott,

We are pleased to quote the price as listed below for the following features of work:

1. Removal of existing concrete deck and timber supports (*) of existing dock located at South side of Crab Shack.
2. Installation of 12 ea. timber piles, stringer, joist, and deck per the attached drawing.

Item #	Description	Quantity	Unit	Unit Price	Extension
0001	Crab Shack Timber Dock	1	LS	\$55,418.70	\$55,418.70

Clarifications

1. APC has considered removal of existing concrete deck, and timber supports in conflict with new dock as part of this proposal.
2. All existing piles are to remain and be cutoff below new timber deck board elevation.
3. Proposed deck drawing to be approved by the Engineer prior to construction.
4. APC has considered 8" class 5, .80 CCA treated timber piles at 25' length for the dock. The proposal includes inspection of timber piles prior to delivery to site.
5. APC has considered .80 CCA treated timbers for use at stringers, joist, and deck boards.
6. APC has considered 1 ea. hot dipped galvanized all thread rods at each stringer to timber pile connection, and 1 ea. hot dipped galvanized all-thread rod at each joist to timber pile connection. All rods to receive lock washer, ogee washer, and hex nut at each end.
7. Hurricane ties to be installed at center joist to stringer location, per the attached drawing.
8. New timber piles to be cutoff below designed deck board elevation..
9. This proposal excludes vibration monitoring during installation of timber piles.
10. Proposal based on directions received via email from All South Consulting Engineers, dated 9/30/2024.
11. APC requests the contract duration be extended by an additional fourteen (14) calendar day to complete the work as described above.

1910 Peters Road, Harvey, LA 70058

(504) 539-4260

info@apcconstruction.com

www.apcconstruction.com




If you have any questions or comments, please do not hesitate to contact me.

Thanks,

Logan Mulligan
Project Manager



1910 Peters Road, Harvey, LA 70058



(504) 539-4260



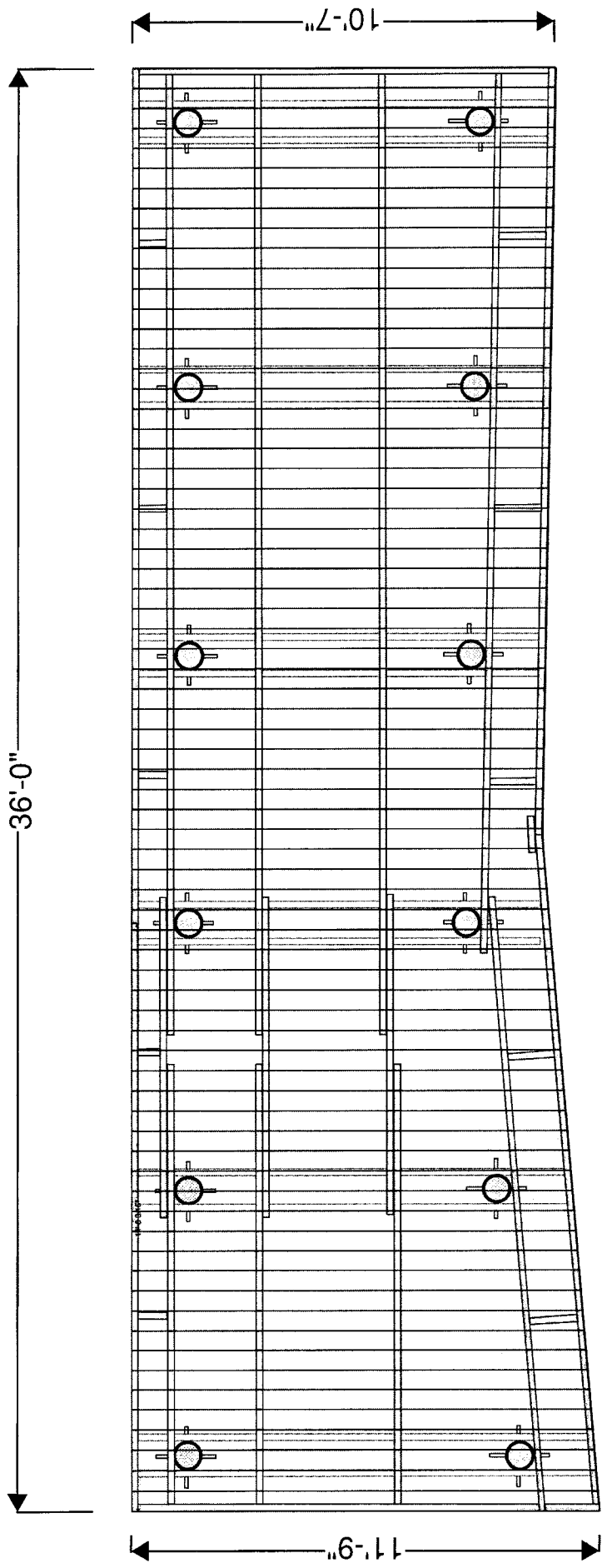
info@apcconstruction.com

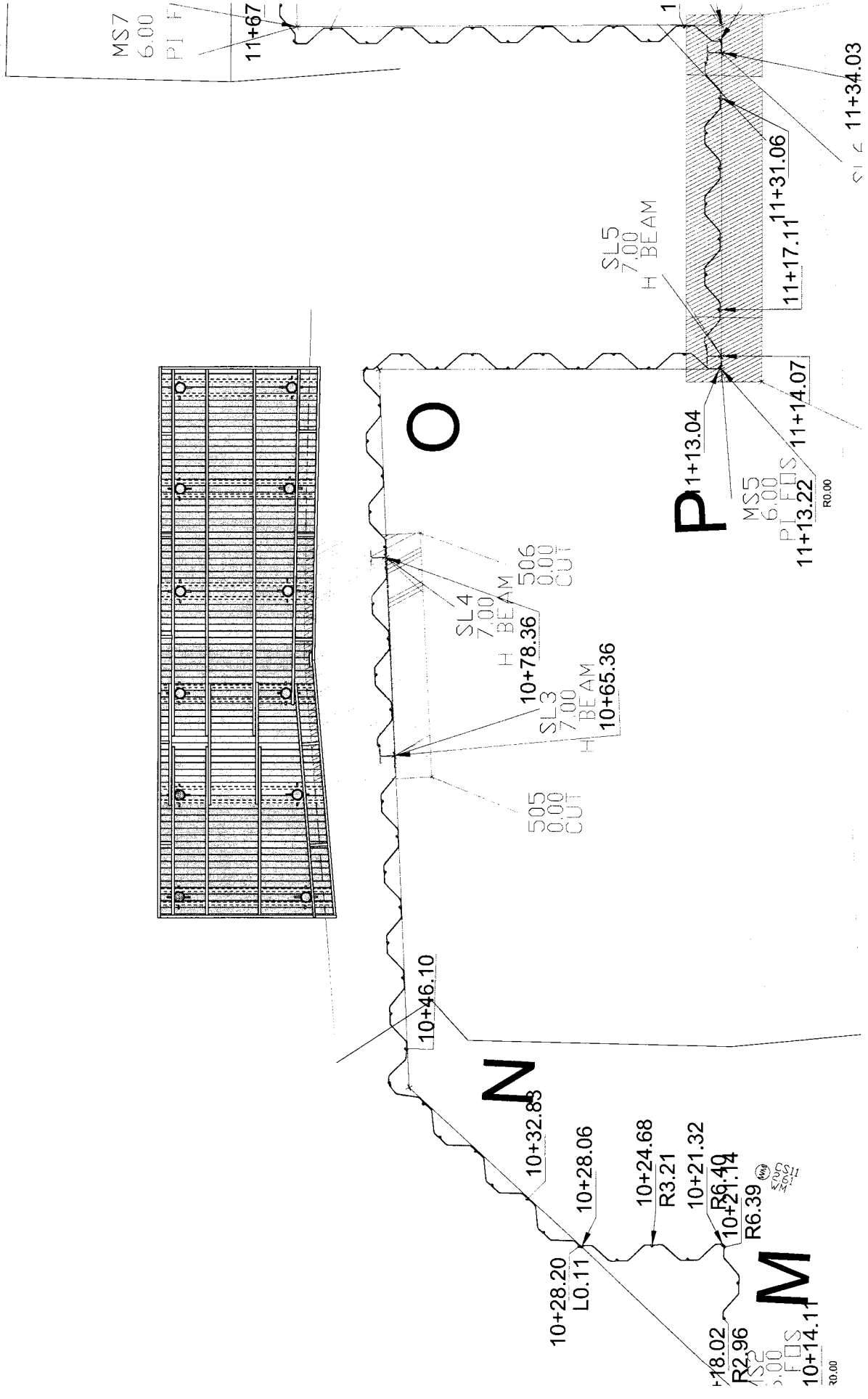


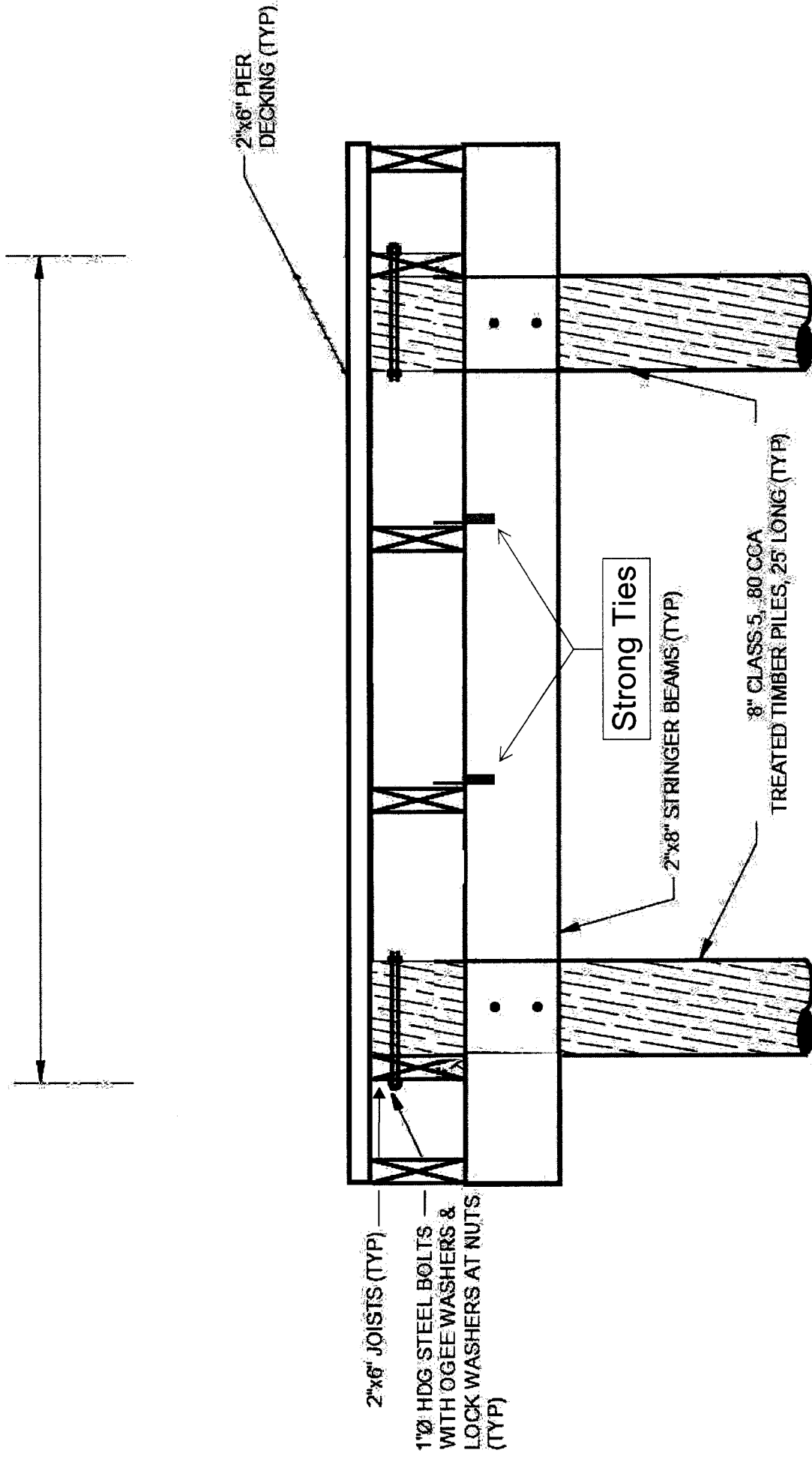
www.apcconstruction.com

Des Allemands Bulkhead Phase 1- C011 Crab Shack Timber Dock					
Item #0001- Crab Shack Timber Dock					
Description		Qty	Unit	Unit Price	Extension
Project Manager		0.0	MHS	\$79.95	\$0.00
Superintendent		80.0	MHS	\$73.80	\$5,904.00
General Superintendent		16.0	MHS	\$79.95	\$1,279.20
Field Engineer		0.0	MHS	\$52.28	\$0.00
Safety Tech		0.0	MHS	\$61.50	\$0.00
Surveyor		0.0	MHS	\$51.66	\$0.00
*Includes burden					
12K Telehandler		1.00	WKS	\$1,800.45	\$1,800.45
Manitou 3200 Skid Steer		0.25	MOS	\$2,911.37	\$727.84
CAT 308 Excavator		0.25	MOS	\$4,263.08	\$1,065.77
Equipment Fuel and Repair		1.0	LS	\$2,836.94	\$2,836.94
*Includes tax					
Sawcut Concrete, Remove Concrete Deck, Remove Timber Supports, Cut Timber Piles					
Composite Crew	2 Crew (2 days)	40.0	MHS	\$44.20	\$1,768.00
Heavy Operator	1 Crew (2 days)	20.0	MHS	\$47.36	\$947.20
*Includes burden					
Dumpster		1.0	EA	\$663.64	\$663.64
*Includes tax					
Telehandler Freight		2.0	EA	\$600.00	\$1,200.00
Hourly Trucking- Concrete Haul Off		10.0	HRS	\$115.00	\$1,150.00
Install Timber Piles					
Pile Composite Crew	3 Crew (2 days)	60.0	MHS	\$47.36	\$2,841.60
Heavy Operator	1 Crew (2 days)	20.0	MHS	\$47.36	\$947.20
Pile Driver	2 Crew (2 days)	40.0	MHS	\$53.25	\$2,130.00
*Includes burden					
Timber Piles		12.0	EA	\$142.29	\$1,707.48
Vibratory Hammer		1.0	WKS	\$1,641.75	\$1,641.75
*Includes tax					
Pile Inspection		1.0	LS	\$350.00	\$350.00
Hammer Freight		2.0	EA	\$400.00	\$800.00
Install Timber Dock					
Composite Crew	4 Crew (4 days)	160.0	MHS	\$44.20	\$7,072.00
Heavy Operator	1 Crew (4 days)	40.0	MHS	\$47.36	\$1,894.40
*Includes burden					
2x8x12 .80 Treated		12.0	EA	\$33.66	\$403.92
2x6x12 .80 Treated		80.0	EA	\$24.86	\$1,988.80
2x6x24 .80 Treated		13.0	EA	\$55.46	\$720.98

Gr 55 All Thread Rod- HDG		27.0	EA	\$19.93	\$538.11
Heavy Hex Nut- HDG		55.0	EA	\$3.59	\$197.45
Ogee Washer- HDG		55.0	EA	\$27.36	\$1,504.80
Lock Washer- HDG		55.0	EA	\$0.77	\$42.35
Hurricane Ties		35.0	EA	\$3.16	\$110.60
Timber Freight		1.0	EA	\$125.00	\$125.00
Hardware Freight		1.0	EA	\$125.00	\$125.00
Surveyor Supplies		0	MHS	\$2.50	\$0.00
Vehicle Allowance		96.0	MHS	\$5.00	\$480.00
Truck Fuel		96.0	MHS	\$4.00	\$384.00
Cell Phone/Internet		96.0	MHS	\$1.00	\$96.00
Small Tools		1.0	LS	\$372.44	\$372.44
Safety Supplies		1.0	LS	\$310.27	\$310.27
Office Supplies		1.0	LS	\$0.00	\$0.00
Production Management		1.0	LS	\$0.00	\$0.00
Water/Ice		1.0	LS	\$248.29	\$248.29
Jobsite Trailer		1.0	EA	\$0.00	\$0.00
Jobsite Trailer Power		1.0	EA	\$0.00	\$0.00
Portable Restrooms		4.0	EA	\$0.00	\$0.00
Testing Lab		0.0	DYS	\$0.00	\$0.00
Subtotal Item #0001					\$46,375.48
Bond					\$0.00
Insurance					\$695.63
Overhead/Mark-up Item #0001					\$8,347.59
Change Order Totals					
Item #0001- Crab Shack Timber Dock					\$55,418.70
GRAND TOTAL CHANGE					\$55,418.70







PIER SECTION



The Three C's Properties, Inc.
 141 I- 310 Service Road • Saint Rose, LA 70087
 Phone: (504) 712-7922
 www.threecs.biz

Ship To: IN STORE PICKUP

Invoice To: APC CONSTRUCTION, LLC
 1910 PETERS ROAD
 HARVEY LA 70058

Branch		
01 - SAINT ROSE, LA		
Date	Time	Page
11/28/2023	10:32:25 (O)	1
Account No.	Phone No.	Contract No.
APCCO001		
Ship Via		Purchase Order
		QUOTE
		Salesperson
		011

RENTAL CONTRACT

Description C O N T R A C T #: 001456 Amount

 Quote of Nick Gallo
 Job: Port of NOLA

CT 308 ~~308 SIZE EXCAVATOR W BUCK~~ 1 4 WEE ~~3895.00~~
 Stock #: E-3320 Serial #: GG803320
 Date Out: 11/28/2023 08:00 Expected return date: 12/26/2023 08:00
 Machine hours out: 1059
 Rates: 565.00/DAILY 1560.00/WEEKL 3895.00/4 WEE
 O/T Rates Per HR: 70.62/DAILY 39.00/WEEKL 24.34/4 WEE

CT B8S B8 HYDRAULIC HAMMER 1 4 WEE 3895.00
 Stock #: 1032 Serial #: HA806105
 Date Out: 11/28/2023 08:00 Expected return date: 12/26/2023 08:00
 Rates: 565.00/DAILY 1560.00/WEEKL 3895.00/4 WEE
 O/T Rates Per HR: 68.12/DAILY 37.37/WEEKL 23.34/4 WEE

Miscellaneous Charges/Credits
 =====

RENTAL DELIVERY	Qty: 1	Price: 350.00	350.00
RENTAL PICKUP	1	350.00	350.00
		RENTAL ENV FEE:	155.80
		Subtotal:	8645.80
		LOUISIANA STATE TAX 4.45%:	353.60
		70087 LA ST CHARLES PARISH 5%:	397.29
1		TOTAL A/R CHARGE:	9396.69

Authorized Signature _____ Date _____

Lessee agrees to lease from The Three C's Properties, Inc. the machine, vehicle (including but not limited to licensed and unlicensed trailers and motor vehicles), equipment and accessories described above (collectively, "the equipment") for the period, pursuant to the terms, and at the rates set forth above and on the reverse side. PAYMENT IS DUE UPON RECEIPT OF INVOICE, AND IS PAST DUE AFTER 30 DAYS. A service charge of 1 1/2% per month will be added to any past-due balance until paid in full. Lessee is also obligated to pay for freight, taxes and fuel and to provide and maintain commercial general liability and physical damage insurance.
 OPERATOR TRAINING IS LESSEE'S RESPONSIBILITY. Instruction in safe operation and maintenance is available upon request.

Please Remit To:
 The Three C's Properties, Inc.
 141 I- 310 Service Road
 Saint Rose, LA 70087

YOUR BUSINESS IS GREATLY APPRECIATED. THANK YOU.

THE THREE C'S PROPERTIES, INC. TERMS AND CONDITIONS

LESSEE agrees to lease from The Three C's Properties, Inc. the machine, vehicle (including but not limited to licensed and unlicensed trailers and motor vehicles), equipment and accessories described above (collectively, "the equipment") for the period, pursuant to the terms, and at the rates set forth above and on the reverse side. PAYMENT IS DUE UPON RECEIPT OF INVOICE, AND IS PAST DUE AFTER 30 DAYS. A service charge of 1 1/2% per month will be added to any past-due balance until paid in full. Lessee is also obligated to pay for freight, taxes and fuel and to provide and maintain commercial general liability and physical damage insurance. OPERATOR TRAINING IS LESSEE'S RESPONSIBILITY. Instruction in safe operation and maintenance is available upon request.

The Three C's Properties Inc ("LESSOR") hereby leases to the LESSEE named on the reverse side, and LESSEE hereby leases from lessor, the equipment or other personal property ("equipment") described on the reverse side according to the following terms and conditions:

- 1. Rental and Term:** All rental rates are based on eight (8) hours daily, forty (40) hours weekly, and one hundred sixty (160) hours monthly. Overtime charges will be assessed at the rate shown on the face of this Lease. All monthly billings are calculated and invoiced on a twenty-eight (28) day cycle. Rental and term begins on date and time specified as "out" and terminates on the date and time specified as "due" unless amended in writing on the reverse of this contract. LESSEE's right to use the equipment terminates on the termination of this Lease or the due date, whichever occurs first.
- 2. Taxes:** LESSEE agrees that during the term of this Lease, in addition to the rent provided herein to be paid, it will promptly pay all taxes, assessments and other governmental charges levied or assessed upon the interest of the LESSEE in the leased equipment or upon the use of operation thereof. LESSEE agrees to pay said taxes whether said taxes appear as part of the face of this contract or whether said taxes are otherwise claimed by a governmental authority.
- 3. Possession, Place of Use:** So long as LESSEE shall not be in default under this lease it shall be entitled to the possession and use of the leased equipment in accordance with the terms of this Lease. The leased equipment shall only be used in the conduct of the lawful business of the LESSEE and shall remain in the location shown in the "Ship To" block on the face of this Lease, unless the LESSOR consents in writing to the removal of the equipment from the designated location. The LESSEE shall not without LESSOR's prior written consent, part with possession or control of the leased equipment or attempt to sell, pledge, mortgage or otherwise dispose of or encumber any interest under this Lease.
- 4. Damages and Losses:** LESSEE agrees to pay for any and all damages or loss to rented items, except as provided under a Limited Damage and Theft Waiver (DAMG & THFT WAVR) if such Limited Damage and Theft Waiver (DAMG & THFT WAVR) is properly elected by LESSEE.

If the LESSEE has declined the Limited Damage and Theft Waiver (DAMG & THFT WAVR), LESSEE will be liable for the full cost of repairing and/or replacing any loss or damage to the leased equipment from any cause whatsoever. Additionally, LESSEE will remain responsible for all obligations under the terms of this Lease while the leased equipment is under repair. In the event the leased equipment is a total loss, or must be replaced, LESSEE remains responsible for all obligations under the terms of this Lease until LESSOR is reimbursed in full for the total loss of the leased equipment, or the leased equipment is replaced.

Notwithstanding any provision contained herein, and regardless of whether or not LESSEE has accepted the Limited Damage and Theft Waiver (DAMG & THFT WAVR), LESSEE agrees that LESSOR shall not be liable to LESSEE, nor shall this contract be voided or voidable, for LESSOR's failure to repair equipment if such equipment becomes disabled, or to furnish substitute equipment for any reason whatsoever.

Limited Damage and Theft Waiver

As a condition precedent to the LESSOR's waiver of any claims of damage or theft under the Limited Damage and Theft Waiver (DAMG & THFT WAVR), LESSEE agrees to keep leased equipment locked and properly secured when not in use. Any failure to do so which causes or contributes to any damage or theft voids LESSOR's obligations and agreements under the Limited Damage and Theft Waiver (DAMG & THFT WAVR), and LESSEE shall not be entitled to a refund of the Limited Damage and Theft Waiver (DAMG & THFT WAVR) fee.

LESSEE agrees to furnish to LESSOR a complete report of any accident involving leased items, including the names and addresses of all persons involved and all witnesses.

If the LESSEE has accepted the Limited Damage and Theft Waiver (DAMG & THFT WAVR) and has paid the Limited Damage and Theft Waiver (DAMG & THFT WAVR) fee, and takes reasonable precautions to safeguard leased items and use them in a responsible manner, LESSOR agrees to share the cost of direct physical damage and loss to the leased items as defined and limited below:

Pursuant to the Limited Damage and Theft Waiver (DAMG & THFT WAVR), LESSOR will waive claims against the LESSEE for:

A. 50% of the replacement cost of items stolen while on rental, excluding:

1. Accessories or tools, including air hoses, blades, electric cables and cords, fuel tanks, hand tools, tool steel and tires. The costs and/or losses of any such items are not covered by this Waiver under any circumstances.
2. Losses occurring while the equipment is in the direct care, custody or control of the LESSEE's employees or persons to whom the equipment is entrusted by the LESSEE.

Losses are not covered by this Waiver unless the leased items were locked and secured. Whenever LESSEE is claiming benefit of the Limited Damage and Theft Waiver (DAMG & THFT WAVR), LESSEE shall furnish a written police report to LESSOR within 10 days on losses by theft.

B. 100% of property damage to the leased items/equipment, even those caused by third parties, excluding:

1. Loss, damage or failure of tires and tubes under any circumstances.
2. Losses resulting in whole or in part from the equipment being overloaded, operated above the rated capacity, rolled over, striking overhead objects, or if operating and safety instructions are not followed.
3. Losses resulting in whole or in part from LESSEE's failure to provide sufficient and proper maintenance and servicing of leased equipment, including but not without limited to lubrication, change of filters when required, and maintenance of adequate air, oil, water, or fuel pressures or levels.
4. If damage results from improper or unsafe operation or care, whether caused by negligence, lack of training, incompetence of the LESSEE's employee or other person to whom leased items are entrusted. Notwithstanding the above, LESSOR may in its sole discretion waive the provisions of this paragraph.
5. If damage results from the gross negligence or intentional actions of LESSEE's employee or other person to whom the leased items are entrusted
6. Loss or damage resulting directly or indirectly from any terms or provisions of the Lease covering the leased equipment.

It is further agreed that, irrespective of the provisions stated above, if LESSEE has insurance covering such loss or damage, then LESSEE shall exercise all necessary action to process said claim, and shall assign said claim and pay any and all proceeds received from said insurance to LESSOR.

- 5. No Liability for Punitive, Special or Consequential Damages:** Notwithstanding anything to the contrary in this Lease, LESSOR in no event is or shall be liable for any punitive, special or consequential damages of any nature whatsoever and however caused.
- 6. Indemnity:** Subject to the damages to and/or thefts of property covered under the Limited Damage and Theft Waiver (DAMG & THFT WAVR) above, LESSEE shall defend, indemnify and save LESSOR harmless from any and all liability, loss, damage, expense, cause of action, suits, claims or judgments arising from injury or death to any person or loss of or damage to any property resulting from or based upon the actual or alleged use, operation, delivery or transportation of any or all of the leased equipment or its location or condition; and shall, at its own expense, defend any and all suits which may be brought against LESSOR, either alone or in conjunction with others upon any such liability or claims and shall satisfy, pay and discharge any and all judgments and fines that may be imposed or recovered against LESSOR in any such action or actions upon written notice by LESSOR to LESSEE of any such claim or demand.
- 7. Security:** The Three C's Properties, Inc. reserves the right to require a security deposit at its sole discretion. Security deposit shall not be construed as a prepayment of amounts due under this agreement.
- 8. Insurance:** LESSEE agrees, at its own cost and expense, to maintain at all times commercial general liability, auto liability (as appropriate), property, fire, theft and comprehensive insurance with limits and coverage terms satisfactory to LESSOR. Such policies shall name LESSOR as a loss payee and additional insured, will be primary and non-contributing, and will grant a waiver of subrogation in favor of the LESSOR. Any deductibles applicable to said policies will be paid by LESSEE. LESSEE further agrees to promptly furnish LESSOR with evidence of coverage thereof in a manner satisfactory to LESSOR upon request. The limits of liability in the aforementioned policies shall not be less than \$1,000,000 per occurrence for commercial general liability and \$1,000,000 combined single limit for auto liability, unless LESSOR gives permission to the LESSEE to carry lower limits.
- 9. Maintenance and Use:** LESSEE agrees to use proper care of the equipment in its use, maintenance and storage, to operate the same within its rated capacity and to cause the equipment to be operated only by properly trained employees of the LESSEE. LESSEE agrees to notify LESSOR immediately of accidents, disabilities, failures or like occurrences involving the equipment or those individuals operating the equipment. LESSEE shall take care of the normal maintenance of the equipment including supplying fuel, oil and water, daily checking of general condition, including oil levels, cooling system and water in batteries. At LESSOR's option LESSOR may service and maintain the equipment in proper working condition and LESSEE agrees to make it available for servicing by LESSOR at reasonable times during LESSOR's business hours: provided, however, that any service or maintenance performed by the LESSOR in no way relieves the LESSEE of any of its obligations under this Section or otherwise under the terms of this Lease.
- 10. Title of the LESSOR:** Title to the leased equipment shall at all times remain with the LESSOR, and LESSEE will at all times protect and defend, at its own cost and expense, the title of the LESSOR from and against all claims, liens and legal processes of creditors of the LESSEE and keep all leased equipment free and clear from all such claims, liens and processes. The leased equipment is and shall remain movable property. Upon the expiration or termination of this lease, the LESSEE, at LESSEE's sole expense, shall return the leased equipment unencumbered to LESSOR at its place of business where Lease originated (or to other such place as LESSOR may agree upon) and in the same condition as when received by LESSEE, reasonable wear and tear resulting from use thereof alone excepted.
- 11. Acceleration:** In the event of default or breach of this Lease by LESSEE, LESSOR may, at its option, accelerate and declare all remaining unpaid rentals for the term of this Lease due and owing by the LESSEE.
- 12. Bankruptcy:** In the event the LESSEE files for bankruptcy, receivership or respite or the LESSEE is adjudged bankrupt, or a receiver is appointed for the LESSEE, or in the case of the LESSEE's suspension, failure or insolvency, the LESSEE shall be considered to have defaulted under the terms of this lease, and the LESSOR shall have the right to exercise the options spelled out in Section 11 of this agreement.
- 13. Options of LESSOR on LESSEE's Default:** In the event of a default or breach of this Lease by LESSEE, LESSOR expressly reserves all of its rights and remedies pursuant to the Louisiana Lease of Movable Act, La.R.S.9:3301, et seq., or any other applicable law, specifically and without limitation, reserving its rights to judicially enforce its rights specified herein, including its right to accelerate rentals, or to cancel the Lease. Cancellation of the Lease shall be made through a written notice of cancellation delivered to the LESSEE or mailed to LESSEE by registered or certified mail. If the property has been subleased or the Lease assigned with the consent of the LESSOR, then notice of cancellation shall also be sent to each known, authorized sub-lessee or assignee. Within 5 days after receipt of the notice of cancellation or within 5 days after its mailing, whichever is earlier, the LESSEE, sub-lessee or assignee, as the case may be, shall surrender possessions of the leased movable to the LESSOR in the manner and at the place provided upon the termination of the Lease.
- 14. Attorney's Fee:** Should any legal proceedings be instituted by LESSOR to recover any sums due hereunder and/or to recover damages resulting from the breach hereof, LESSEE is hereby bound and obligated to pay a reasonable attorney's fee which sum is fixed at 25% of any amount recovered (not to exceed, however, 25% of the total amount payable under the lease). Should any other legal proceeding be instituted by LESSOR to enforce any covenants of this lease and/or to recover possession of all or part of the equipment leased hereunder, LESSEE agrees to pay LESSOR's reasonable attorney's fees.
- 15. No Warranties by LESSOR:** LESSOR, not being the manufacturer of the leased equipment, nor manufacturer's agent, makes no warranty or representation, either expressed or implied, as to the fitness, design or condition of or as to the quality or capacity of the material, equipment, or workmanship in the leased equipment, nor any warranty that the leased equipment will satisfy the requirements of any law, rule specification or contract which provides for specified machinery or operations, or special methods. It being agreed that all such risks, as between the LESSOR and the LESSEE are to be borne by the LESSEE at its sole risk and expense. No oral agreement, guaranty, promise, condition, representation or warranty shall be binding against LESSOR: all prior conversations, agreements, or representations related hereto and/or to the leased equipment are integrated herein, and no modification thereof shall be binding unless in writing by LESSOR.
- 16. Remedies, Waivers:** No remedy of LESSOR hereunder shall be exclusive of any other remedy herein or by law provided, but each shall be cumulative and in addition to every other remedy, to the full extent allowed by law. A waiver of a default shall not be a waiver of any other or a subsequent default.

United Site Services Inc.
P.O. Box 660475
Dallas, TX 75266-0475
Toll Free: 1-800-628-8955



Salesperson Contact
Kobie Guillory
985-790-1461
kobie.guillory@unitedsiteservices.com
Quote Expiration Date: 4/10/2024

Site Service Quotation
Quote Date: 3/11/2024

Sell To: APC CONSTRUCTION
Contact: Nicholas
Phone: 972-768-9731
Email: nicholas.gallo@apconconstruction.com
Cust. #: ACT-00107666

Ship To: APC CONSTRUCTION
826 Down the Bayou Rd, Des Allemands, LA
Des Allemands LA 70030
Terms: Due Upon Receipt
Est. Start Date: 1/0/1900

Comments & Special Instructions

Roll Off Terms + Conditions

**** CURRENT LEAD TIME ON NEW DELIVERIES AND SWAPS IS 24-48 HOURS. PLEASE PLAN FOR AT LEAST 48 HOURS ****
**** CUT OFF TIME IS 2:30 pm DAILY FOR ALL ORDERS ****

1) PRICING

THE ROLL-OFF CONTAINER YOU ARE REQUESTING HAS A ONE TIME DELIVERY CHARGE OF \$125.00

A DUMP CHARGE OF \$ 511.50 PER DUMP AND RETURN FOR UP TO 4 Tons each

ADDITIONAL TONNAGE WILL BE CHARGED AT \$ 0 Per Ton

RENTAL CHARGE OF \$10/DAY IF CONTAINER IS INACTIVE FOR MORE THAN 30 DAYS.

DRY RUN FEE: If Service Technician is unable to access the box location for delivery or swap due to blockage, mud, box over-filled or other factors, a dry-run fee of \$ 250.00 will be charged. Service will be rescheduled to next available date and time.

TO RELOCATE DUMPSER THERE WILL BE A CHARGE OF \$ 450.00

FOR AN ON-SITE TRUCK BY THE HOUR \$ 150.00

CUSTOMER AND UNITED SITE SERVICES AGREES TO:

- 1) Loaded box cannot be overflowing and weight cannot exceed legal limit of 10 tons. Customer will be responsible for removal of any material necessary to reduce weight.
- 2) Box must be kept in a location accessible by roll off truck**if box is moved, turned or relocated, customer is responsible for the move and/or relocation so box can be accessed by truck.
- 3) Weather, mud, low hanging trees, wires and other factors can impact U.S.S ability to access the site and/or roll off location.
- 4) Service Technician or other U.S.S. personnel may decide a site or location is permanently or temporarily inaccessible for the safety of all employees, persons and equipment.
- 5) Emergency / same day delivery or additional services are subject to additional charges.
- 6) Customer may be responsible for any loss or damage incurred while on site.

Item	Quantity	Service Freq	Rate	Total Amount	Period
30 Yd Rolloff		On-Call	\$ 511.50	\$ 511.50	
Overage Rate per Ton (Not included in Total)	\$	0 Per Ton			
Subtotal Per Invoice Charges:				\$ 511.50	
One-Time Charges:					
Total Delivery Charge			\$	125.00	One-Time
Subtotal One-Time Charges:				\$ 125.00	
				Subtotal:	\$ 731.34
				\$	-
Total (Less Taxes)				\$ 731.34	

Accepted: _____ Date: _____

Remit To: United Site Services, PO Box 735009, Dallas, TX 75373-5009

NOTE: Total prices have been calculated for 1 billing period only. Please read the terms and conditions on the 2nd page of this document for more information.

- Customer is responsible for any permits that might be required for street placement of a container.
- United Site Services is not responsible for any fines or summonses related to improper placement of container.
- Please see attached list for Unacceptable Materials.

The Three C's Properties Inc.
 141 I-310 Service Rd
 St Rose, LA 70087

Invoice

Date	Invoice #
5/20/2024	70278

P:(504)712-7922 F: (504)712-1831

Bill To
APC Construction, LLC 1910 Peters Road Harvey, LA 70058

P.O. No.	Terms
11-23009-046	Due on receipt

Item	Qty	Description	Rate	Truck/Unit	Amount
Hourly Rate	7	05/17/24 Quadraxle Hourly Hauling at 826 Down the Bayou Rd - Des Allemandes	115.00	3C689	805.00
Haul Rate	20.11	05/17/24 20.11 tns (11d) 55lb Rip Rap from PMC to 826 Down the Bayou Rd - Des Allemandes	10.00	3C689	201.10
Material*	20.11	Material for above load	55.00		1,106.05T
		Sales Tax State and Parish	9.45%		104.52

Total	\$2,216.67
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Logan Mulligan

From: John Matthews <matthews.john79@gmail.com>
Sent: Tuesday, October 1, 2024 2:45 PM
To: Logan Mulligan
Subject: Re: Des Allemands Bulkhead- Crab Shack Dock

12 ~~(6) 25 6/8" 80cca~~ foundation pile delivered to Des Allemands, LA ~~\$130 each~~
Tax NOT included,

Thank You,

On Tue, Oct 1, 2024 at 2:10 PM Logan Mulligan <logan.mulligan@apcconstruction.com> wrote:

John,

Regarding this previous email, can you please quote the piles at 25'?

Thanks,

Logan Mulligan

Project Manager

Heavy Construction | APC Construction, LLC

logan.mulligan@apcconstruction.com | www.apcconstruction.com

(504) 539-4260 Office | (504) 324-0777 Fax | (504) 717-6587 Cell

1910 Peters Road, Harvey, LA 70058

A SRMSDC MBE Company - ISNetWorld Member Contractor



From: Logan Mulligan
Sent: Monday, September 30, 2024 6:40 PM
To: John Matthews <matthews.john79@gmail.com>
Subject: Des Allemands Bulkhead- Crab Shack Dock

John,

Can you please give me a quote on 16 ea. 8" class 5, .80cca treated timber piles @ 30'. Delivery Address would be to 377 Up the Bayou Road in Des Allemands. Let me know if you have any questions.

Thanks,

Logan Mulligan

Project Manager

Heavy Construction | APC Construction, LLC

logan.mulligan@apcconstruction.com | www.apcconstruction.com

(504) 539-4260 Office | (504) 324-0777 Fax | (504) 717-6587 Cell

1910 Peters Road, Harvey, LA 70058

A SRMSDC MBE Company - ISNetWorld Member Contractor



--
John M. Matthews
Sales
Desoto Treated Materials
C# 601-528-2209

Logan Mulligan

From: KENNETH MEYN <kmeyn@soearth.com>
Sent: Saturday, June 1, 2024 2:33 PM
To: Logan Mulligan
Cc: JAY LATAXES III; NICOLE CHASMAN
Subject: RE: Des Allemands Bulkhead Phase 1- Timber

Thanks Logan, that would be our minimum charge of ~~3350.~~



Ken J. Meyn, P.E.
District Manager

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

From: Logan Mulligan <logan.mulligan@apcconstruction.com>
Sent: Friday, May 31, 2024 11:38 AM
To: KENNETH MEYN <kmeyn@soearth.com>
Cc: JAY LATAXES III <jlataxes@soearth.com>
Subject: Des Allemands Bulkhead Phase 1- Timber

Kenny,

Can you send me a quote to hit 10 ea. 30' 6/8" .80cca timber pile at Desoto.

Thanks,

Logan Mulligan
Project Manager
Heavy Construction | APC Construction, LLC
logan.mulligan@apcconstruction.com | www.apcconstruction.com
(504) 539-4260 Office | (504) 324-0777 Fax | (504) 717-6587 Cell
1910 Peters Road, Harvey, LA 70058

A SRMSDC MBE Company - ISNetWorld Member Contractor



Triple Son Wholesale Timbers
 14136 Hwy 3235
 Cut Off, Louisiana 70345
 Phone: (985) 693-6829

Quotation

Quote No 19624
Quote Date 10/01/2024
Expiration Date 10/31/2024
Customer 009574
Contact Name LOGAN MULLIGAN
Contact Number 504-717-6587
Job
Your Ref APC
Delivery On 10/01/24
Taken By Sadie Dufrene
Sales Rep HOUSE

Invoice Address
 APC Construction LLC
 1910 Peters Rd
 Harvey, LA, 70058-

Delivery Address
 APC Construction LLC
 377 Up the Bayou Road
 DES ALLEMANS, LA, 70030



Page 1 of 1

Special Instructions		Notes				
Line	Product Code	Description	Qty/Footage	Price	UOM	Total
1	2812RT	2x8x12' #2 PINE RGH-80 TREATED	12 16 ea	30.75	ea	369.00
2	2612RT	2x6x12' #2 PINE RGH-80 TREATED	80 106 ea	22.71	ea	1816.80
3	2624RT	2x6x24' #2 PINE RGH-80 TREATED	13 16 ea	50.67	ea	658.71
4	Delivery-Internal	Delivery Internal				25.00

By your signature below, you are agreeing to the Terms and Conditions set forth on back or attached.

Total Amount	\$3,834.98
Sales Tax 9.45%	\$350.59
Quotation Total	\$4,185.57

 Buyer Date

Subject to our terms and conditions of sale. Further copies available on request.



Industrial Screw & Supply

4535 Choctaw Drive
 Baton Rouge, LA 70805
 Phone: (225) 356-0158
 Fax: (225) 356-0200
www.indscrew.com

Quote

Quote Number : **868143-0**
 Customer# : APCCON
 Quote Date : 10/01/2024
 Customer PO :
 Quoted To :
 Entered By : RUSSELL GOMEZ
 Salesperson : RICK SUMRALL
 Terms : CREDIT CARD SALES
 Ship Via :
 Ship Acct# :
 FOB :

Quote Valid for 30 Days

Bill to: APC CONSTRUCTION LLC
 1910 PETERS ROAD
 HARVEY, LA 70058

Ship to: APC CONSTRUCTION LLC
 1910 PETERS ROAD
 HARVEY, LA 70058

Customer/Order Instructions

Effective 6/1/2021... All Quotes are FOB ISS unless otherwise noted.
 Due to current market conditions, new purchase orders will be reviewed before acceptance by ISS.
 Quotes are based on current material availability and are subject to prior sale.
 Pricing is subject to change without notice. Quotes will no longer be valid for 30 days.
 Please note the unit of measurements pricing structure breakdown below:
 EA = per piece
 C = per 100 pieces
 M = per 1000 pieces

 This is a CREDIT CARD ONLY account now.
 as of 02/13/18

RUN CREDIT CARD AT TIME OF SALE

Line	Order	U/M	Item #	Description	Price	Per	Extension
0001	27 55	EA	WOSHG	A.T. STUD F1554 GR.55 HDG 1" x 18"	18.21	EA	1001.55
0002	55 110	EA	HN325 16CHGD	HVY HEX NUT Gr.DH HDG DOMESTIC 1"-8	328.14	C	360.95
0003	55 110	EA	AD	O-GEE WASHER GALV 1" **USA**	2,500.00	C	2750.00
0004	55 110	EA	LW 16HGD	LOCKWASHER GALV * DOMESTIC * 1"	70.00	C	77.00

SubTotal	4,189.50
Tax	132.44
Total	4,321.94

ng and Fasteners / Framing Connectors / Joist Hangers and Straps / Simpson Strong-Tie LTS Series 12" 18 ga G90 Galvanized Steel Twist Strap



Simpson Strong-Tie LTS Series 12" 18 ga G90 Galvanized Steel Twist Strap

SKU#: 137LTS12

MFG#: LTS12

~~\$2.89~~ / EACH

✓ In Stock

Add to List

QTY

1

ADD TO CART

Shipping From Change

White Cap - Ecommerce 594

4500 5th Ave South

View More

Select your local branch for best pricing and delivery options.