



St. Charles Parish

Meeting Agenda

Parish Council

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

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

Monday, November 20, 2023

6:00 PM

Council Chambers, Courthouse

Final

CALL TO ORDER

PRAYER / PLEDGE

Pastor Zachary Adams
Lord's House Community Church, Luling

APPROVAL OF MINUTES

Budget Hearing – October 31, 2023
Budget Hearing – November 2, 2023
Regular Meeting / Budget Hearing – November 6, 2023

SPECIAL BUSINESS (PROCLAMATIONS, CANVASS RETURNS, ETC.)

1 [2023-0315](#) Proclamation: "Norco Christmas Parade Day"

Sponsors: Mr. Fisher

Attachments: [2023-0315 Norco Christmas Parade Day](#)

REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)

[2023-0316](#) Workforce Innovations and Opportunity Act (WIOA)

[2023-0317](#) Parish President Remarks/Report

Sponsors: Mr. Jewell

ORDINANCES / RESOLUTIONS INTRODUCED FOR PUBLICATION / PUBLIC HEARING

Monday, December 4, 2023, 6:00 pm, Council Chambers, Courthouse, Hahnville

- 2 [2023-0314](#) An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from O-L to M-2 on approximately 317 acres across portions of Lots B-1, "A", and Parcels H-3 and L-3, Killona as requested by Louis G. Authement and Harry R. Coleman, III for 3C Riverside Properties, LLC.

Sponsors: Mr. Jewell and Department of Planning & Zoning

Attachments: [2023-0314 RECOMMENDATIONS AT A GLANCE](#)

[2023-0314 Minutes](#)

[2023-0314 Staff Report](#)

[2023-0314 Survey \(B-1\)](#)

[2023-0314 Survey \(L3, H3\)](#)

[2023-0314 AERIAL](#)

[2023-0314 ZONING](#)

[2023-0314 FLUM](#)

[2023-0314 Application Page 1](#)

Legislative History

10/2/23	Department of Planning & Zoning	Received/Assigned PH
11/2/23	Department of Planning & Zoning	Recommended Denial to the Planning Commission
11/2/23	Planning Commission	Recommended Approval to the Parish Council

- 18 [2023-0318](#) An ordinance to rescind Ordinance No. 90-12-16, which approved and authorized the adjustment of the annual compensation of the Parish President of St. Charles Parish, and Ordinance No. 98-11-1, which approved and authorized the adjustment of the annual compensation of the members of the St. Charles Parish Council effective January 10, 2000.

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

- 19 [2023-0319](#) An ordinance approving and authorizing the execution of Amendment No. 1 to Ordinance No. 22-4-2 which approved a Professional Services Agreement with Stuart Consulting Group, Inc., for the Ormond Center Drainage Improvements (Project No. P190505), in the not to exceed amount of \$171,763.00.

Sponsors: Mr. Jewell and Department of Public Works

Attachments: [2023-0319 190505 - Amendment No. 1 - Edits](#)
[2023-0319 Attachment C-1](#)
[2023-0319 2023-10-05 Corp Resolution Contracts](#)

ORDINANCES SCHEDULED FOR PUBLIC HEARING (INTRODUCED AT PREVIOUS MEETING)

- 26 [2023-0301](#) An ordinance approving and authorizing the execution of Amendment No. 1 to a Professional Services Agreement with Ardaman & Associates, Inc. for the Evangeline Road & CN Railroad Box Culvert (Project No. P210701), in the amount of 8,500.00.

Sponsors: Mr. Jewell and Department of Public Works

Attachments: [2023-0301 Amendment Template](#)
[2023-0301 AAI 20231024 Sec Cert St Charles Parish LA \(Jewell\)](#)
[2023-0301 P210701-2022.09.14-Professional Services Agreement](#)

Legislative History

11/6/23	Parish President	Introduced
11/6/23	Parish Council	Publish/Scheduled for Public Hearing to the Parish Council

- 43 [2023-0307](#) An ordinance approving and authorizing the execution of Change Order No. 1 for Road Maintenance 2022-23 (Project No. P220501), to increase the contract amount by \$1,012,969.06 and increase the contract time by forty five (45) days.

Sponsors: Mr. Jewell and Department of Public Works

Attachments: [2023-0307 CHange order take two](#)

Legislative History

11/6/23	Parish President	Introduced
11/6/23	Parish Council	Publish/Scheduled for Public Hearing to the Parish Council

- 49** [2023-0308](#) An ordinance approving and authorizing the execution of a Contract with Industrial & Mechanical Contractors, Inc., for Eastbank Lift Station Rehabilitation (Project No. S211203), in the amount of \$1,587,000.00.
- Sponsors:** Mr. Jewell and Department of Wastewater
- Attachments:** [2023-0308 Signed Contract](#)
[2023-0308 NOIA - EB Lift Station Rehabilitation -S211203](#)
[2023-0308 Corporate Resolution](#)
[2023-0308 Bid Tabulation - Stamped](#)
[2023-0308 Signed Bid Tab](#)
- Legislative History**
- | | | |
|---------|------------------|--|
| 11/6/23 | Parish President | Introduced |
| 11/6/23 | Parish Council | Publish/Scheduled for Public Hearing to the Parish Council |
- 62** [2023-0309](#) An ordinance approving and authorizing the execution of Change Order No.1 for the West Bank A Plant Filter Upgrade (WWKS 97), to increase the contract amount by \$14,539.95 and increase the contract time by 252 days.
- Sponsors:** Mr. Jewell and Department of Waterworks
- Attachments:** [2023-0309 C.O. West Bank A Plant Filter Upgrade](#)
- Legislative History**
- | | | |
|---------|------------------|--|
| 11/6/23 | Parish President | Introduced |
| 11/6/23 | Parish Council | Publish/Scheduled for Public Hearing to the Parish Council |
- 73** [2023-0310](#) An ordinance approving and authorizing the execution of Amendment No. 1 to a Professional Services Agreement with Alpha Testing and Inspection, Inc., for additional testing services for the Hydraulic Bottleneck Near Destrehan P.S. No. 2 (Project No. P190507), in the not to exceed amount of \$19,000.00.
- Sponsors:** Mr. Jewell and Department of Public Works
- Attachments:** [2023-0310 Amendment Template](#)
[2023-0310 Attachment C-1 - St. Charles Parish -Revised Hydraulic Bottleneck](#)
[2023-0310 Resolution](#)
- Legislative History**
- | | | |
|---------|------------------|--|
| 11/6/23 | Parish President | Introduced |
| 11/6/23 | Parish Council | Publish/Scheduled for Public Hearing to the Parish Council |

- 80** [2023-0311](#) An ordinance approving and authorizing the execution of a Contract with Cycle Construction Company, L.L.C., for Engineer's Canal Phase 1 Bank Stabilization (Project No. P190301) in the amount of \$1,405,350.00.

Sponsors: Mr. Jewell and Department of Public Works

Attachments: [2023-0311 Contract](#)
[2023-0311 Notice of Intent](#)
[2023-0311 Corporate Resolution](#)
[2023-0311 Itemized bid tab](#)
[2023-0311 Engrs Canal Bid Tab](#)

Legislative History

11/6/23	Parish President	Introduced
11/6/23	Parish Council	Publish/Scheduled for Public Hearing to the Parish Council

- 93** [2023-0312](#) An ordinance approving and authorizing the execution of a Contract with APC Construction, LLC, for Des Allemands Phase 1 Bulkhead (Project No. P210601) in the amount of \$6,226,996.00.

Sponsors: Mr. Jewell and Department of Public Works

Attachments: [2023-0312 Owner-Contractor Contract](#)
[2023-0312 P210601 - 2023.10.26 - Notice of Intent to Award for Phase 1](#)
[2023-0312 Corporate Resolution](#)
[2023-0312 Itemized bid tab](#)
[2023-0312 Signed Bid Tab - Des Allemands Bulkhead Ph 1](#)

Legislative History

11/6/23	Parish President	Introduced
11/6/23	Parish Council	Publish/Scheduled for Public Hearing to the Parish Council

RESOLUTIONS

- 106** [2023-0320](#) A resolution supporting Keep Louisiana Beautiful, Inc. Organization in the Parish of St. Charles, State of Louisiana and establishing a Keep St. Charles Parish Beautiful Committee.

Sponsors: Mr. Jewell

- 107** [2023-0321](#) A resolution in support of Councilman Bob Fisher for At Large Member on the Executive Board of the Police Jury Association of Louisiana.

Sponsors: Ms. Fisher-Cormier and Ms. Clulee

- 108 [2023-0322](#) A resolution in support of Councilwoman La Sandra Darensbourg Gordon for Region II Member on the Executive Board of the Police Jury Association of Louisiana.

Sponsors: Ms. Fisher-Cormier and Ms. Clulee

MEETINGS, ANNOUNCEMENTS, NOTICES, ETC.

MEETINGS

HOUSING AUTHORITY: Tuesday, 11/28/23, 6PM, Council Chambers

HOSPITAL SERVICE DISTRICT NO. 1: Wednesday, 11/29/23, 2PM, Council Chambers

ST. CHARLES PARISH COUNCIL: Monday, 12/4/23, 6PM, Council Chambers

ANNOUNCEMENTS

PARISH HOLIDAY: Thursday, 11/23/23 & Friday, 11/24/23 – Thanksgiving

Norco Christmas Parade: Sunday, 12/3/23, 1PM, Norco

SPECIAL MATTERS TO BE CONSIDERED BY COUNCIL

- 109 [2023-0313](#) Review 2024 Parish Council Meeting Schedule [Adopt December 4, 2023]

Attachments: [2023-0313 Proposed 2024 MEETING SCHEDULE](#)
[2023-0313 Proposed 2024 Color Coded Calendar with Explanation](#)

Accommodations for Disabled

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



St. Charles Parish

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Legislation Details

File #: 2023-0315 **Version:** 1 **Name:** Proclamation: "Norco Christmas Parade Day"
Type: Proclamation **Status:** Special Business
File created: 11/20/2023 **In control:** Parish Council
On agenda: 11/20/2023 **Final action:**
Enactment date: **Yes**
Title: Proclamation: "Norco Christmas Parade Day"
Sponsors: Bob Fisher
Indexes:
Code sections:
Attachments: [2023-0315 Norco Christmas Parade Day](#)

Date	Ver.	Action By	Action	Result
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PROCLAMATION

WHEREAS, the Community of Norco is rich in history and tradition and the Norco Christmas Parade, an annual holiday event, is part of this tradition; and,

WHEREAS, on Sunday, December 3, 2023, at 1:00 p.m., the Norco Civic Association will parade with this year's theme being "Norco Noel: Norco Honors our First Responders", and,

WHEREAS, this parade is designed to usher in the beginning of the Christmas season and further the sense of community in Norco; and,

WHEREAS, residents of the entire parish are invited to come to Norco and join in the festivities; and,

WHEREAS, this event is organized by the Norco Christmas Parade Committee of the Norco Civic Association who have volunteered their time to make this event possible; and,

WHEREAS, the residents of St. Charles Parish are truly grateful for their dedication and hard work.

NOW THEREFORE, BE IT RESOLVED, WE THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, DO HEREBY PROCLAIM SUNDAY, DECEMBER 3, 2023, AS

"NORCO CHRISTMAS PARADE DAY"

BE IT FURTHER RESOLVED, ON BEHALF OF THE CITIZENS OF ST. CHARLES PARISH, WE DO HEREBY EXTEND OUR SINCERE THANKS AND APPRECIATION TO THE NORCO CIVIC ASSOCIATION, THE NORCO CHRISTMAS PARADE COMMITTEE, AND ALL THOSE WHO ARE MAKING THIS COMMUNITY BUILDING EVENT POSSIBLE.



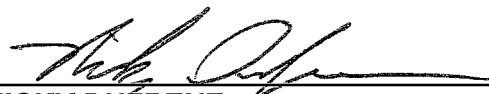
MATTHEW JEWELL
PARISH PRESIDENT



DICK GIBBS
COUNCILMAN, DISTRICT III



BETH A. BILLINGS
COUNCILWOMAN AT LARGE, DIV. A



NICKY DUFRENE
COUNCILMAN, DISTRICT IV



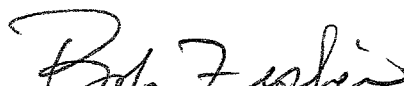
HOLLY FONSECA
COUNCILWOMAN AT LARGE, DIV. B



MARILYN B. BELLOCK
COUNCILWOMAN, DISTRICT V



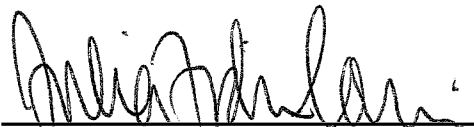
LA SANDRA DARENSBOURG GORDON
COUNCILWOMAN, DISTRICT I



BOB FISHER
COUNCILMAN, DISTRICT VI



MARY K. OULEE
COUNCILWOMAN, DISTRICT II



JULIA FISHER-CORMIER
COUNCILWOMAN, DISTRICT VII



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Legislation Details

File #: 2023-0316 **Version:** 1 **Name:** Workforce Innovations and Opportunity Act (WIOA)
Type: Report **Status:** In Council - Reports
File created: 11/20/2023 **In control:** Parish Council
On agenda: 11/20/2023 **Final action:**
Enactment date: **Yes**
Title: Workforce Innovations and Opportunity Act (WIOA)
Sponsors:
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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Legislation Details

File #: 2023-0317 **Version:** 1 **Name:** Parish President Remarks/Report
Type: Report **Status:** In Council - Reports
File created: 11/20/2023 **In control:** Parish Council
On agenda: 11/20/2023 **Final action:**
Enactment date: **Yes**
Title: Parish President Remarks/Report
Sponsors: Matthew Jewell
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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Legislation Details

File #: 2023-0314 **Version:** 1 **Name:** O-L to M-2 on approximately 317 acres across portions of Lots B-1, "A", and Parcels H-3 and L-3, Killona as requested by Louis G. Authement and Harry R. Coleman, III for 3C Riverside Properties, LLC

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

File created: 11/20/2023 **In control:** Parish Council

On agenda: 11/20/2023 **Final action:**

Enactment date: **Yes**

Title: An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from O-L to M-2 on approximately 317 acres across portions of Lots B-1, "A", and Parcels H-3 and L-3, Killona as requested by Louis G. Authement and Harry R. Coleman, III for 3C Riverside Properties, LLC.

Sponsors: Matthew Jewell, Department of Planning & Zoning

Indexes:

Code sections:

Attachments: [2023-0314 RECOMMENDATIONS AT A GLANCE](#)
[2023-0314 Minutes](#)
[2023-0314 Staff Report](#)
[2023-0314 Survey \(B-1\)](#)
[2023-0314 Survey \(L3, H3\)](#)
[2023-0314 AERIAL](#)
[2023-0314 ZONING](#)
[2023-0314 FLUM](#)
[2023-0314 Application Page 1](#)

Date	Ver.	Action By	Action	Result
11/20/2023	1	Parish President	Introduced	
11/2/2023	1	Planning Commission	Recommended	Approval
11/2/2023	1	Department of Planning & Zoning	Recommended	Denial
10/2/2023	1	Department of Planning & Zoning	Received/Assigned	PH

RECOMMENDATIONS AT A GLANCE

2023-15-R requested by 3 C Riverside Properties, LLC for a change of zoning from O-L to M-2 on approximately 317.13 acres across portions of Lot B-1, a property designated Lot A, and Parcels H-3, and L-3, near 18545 River Road, Killona. Council District 1.

Planning Department Recommendation:

Denial.

Planning Commission Recommendation:

Approval.

2023-15-R requested by 3 C Riverside Properties, LLC for a change of zoning from O-L to M-2 on approximately 317.13 acres across portions of Lot B-1, a property designated Lot A, and Parcels H-3, and L-3, near 18545 River Road, Killona. Council District 1.

Mr. Welker- yea this request from OL to M2 received a denial recommendation from the department due to only meeting one of the three rezoning criteria, two of the three are needed in order to get a recommendation of approval. So to kind of summarize those criteria the request to M2 would not be considered a spot zone cause it's surrounded by M2 on either side but it does not comply with the comprehensive plan designation for this particular piece of ground which is wetland so it needs at least that to meet criteria one and because it doesn't meet that part of it, it does not meet that guideline. It does not meet criteria two that needs to determine if the existing OL zoning deprives the property of any kind of reasonable use the OL zoning permits things like agriculture, low intensity things that are kind of in line with the future land use designation their agricultural fields around there adjacent to it so in keeping with what's actually around it still allows for reasonable use. It did meet the third guideline which has to do with compatibility with the surrounding area once it again it's mostly agriculture fields, open land, but there is some industrial use on the other side of the railroad, specifically a land fill that front on 3127 so the industrial and agricultural uses that are permitted in the M2 zoning district would actually fit with the character in the area, so it meets criteria three. But due to only meeting one of the three criteria, like I said we recommended denial.

Louis Authement 13919 River Road Ste. 300, Luling – Appearing on behalf of the applicant 3 C Riverside Property. This is a rather unique situation in that we simply applying for permission to go back to the zoning classification that existed before Hurricane Katrina. So, what happen is after Katrina as yall know the levees were impacted and there was a lot of levee restoration work going on and the corp. of engineers was looking for suitable fill material so this land owner voluntarily applied to zone his property from M2 down to OL simply because that's the zoning district you had to be in order to excavate fill material so that was the sole purpose of the re-zoning. All that excavation work has finished, it played out in 2021, between 2019-2021, so the objective now is to simply go back to the way things were before Katrina now that the need has been met. The property in the application would meet two out of the three criteria had the land use plan had not changed. The land use plan changed to redesignate this property as wetlands, it's not wetlands, the corp. of engineers has even said it's not wetlands it's just the land use plan says it's use would be suitable as wetlands but the same landowner on his own had 1200 acres of dry land converted into wetlands in order to mitigate the destruction of wetlands in other areas. So, the wetland nature of this property has been fully satisfied by the landowner taking 1200 acres of dry land and converting it into wetlands. This particular area, and the wetland section is on the west, southwest side of the railroad tracks, this is on the northeast side of the railroad tracks. So to call this wet when even the corp. of engineers is saying it's not wet is kind of a bit of a contradiction, page, I think it's 47 of the land use plan also says Killona as a general geographical area is suited for manufacturing and industrial use which is the zoning classification that the land owner is applying to go back to. So nothing in historical sense is changing here, we're going back to the way it use to be and again the only reason why it changed was to meet that limited Hurricane Katrina levee restoration objective which has

now been met. The landowner has been very generous, very supportive of Killona there have been quite a few separate land donations made over a series of years for the park, for the cemetery, for community center, I think there is even an area set aside for a church, so 3 C Riverside has been a very good neighbor to the town of Killona. The other thing about this is at it was mentioned by Chris, the entire area surrounding this parcel is zoned M2, so you can see it, right now where the green part is surrounded by the purple part, the purple part is M2 we just trying to get that green part back to being purple. There is no deal on the table there is no development that's coming as a result of this re-zone, it's just to put that segment of the property consistent with the surrounding zoning so that the property can be marketed as an M2 zone property, without it you kinda got, it's almost like a donut and the hole is pulled out of it and that's going to be difficult to market the rest of the area when the middle part is zoned OL. The batture just across the River Road from this is owned by Southern Recycling, major metal recycling company it had plans of relocating it's recycling plant to that batture and to this area, but that plan has changed, but this is probably one the most prime areas in St. Charles Parish for industrial development and right now there is an inconsistent zoning area or patch that we would like to go back to the original M2 zoning. So, I appreciate your support and available to answer any questions you may have.

Commissioner Keen – yes quick question for you, 1200 acres?

Mr. Authement – yes.

Commissioner Keen – that was donated, where was that at?

Mr. Authement – no. no, not 1200 acres donated, 1200 acres permanently dedicated as wetlands and that's on the southwest side of the whole tract. The area donated, is on the east side of the highway, the Hwy. is 3141? 3161? It's the Killona Hwy. the property, the property donated is on the east side of that where you see the recreational park the community center, all that was donated by this applicant.

Commissioner Keen – alright, thank you.

Commissioner deBruler – approximately when was that last used as the land fill, I know you said Katrina, but what year, after Katrina.

Mr. Authement – so it was re-zoned in 2010 from M2 to OL, and then in 2019 – 20-21, that's when the excavation work ended. And just to correct, the landfill is not apart of this, the landfill is owned by a separate entity and that's on the southwest side of the railroad track. You can see it in the first image right below the red line, that's the landfill.

The public hearing was open.

Wendy Greyson 205 Lorraine St. Destrehan – My question is in accordance with the excavation that yall did. Is it still a donut? And you have all this M2 property or industrial around it, so

potentially is all their drainage going into this so-called donut. What problems is that going to cause? Any potential? Are they planning on filling it back in to bring it back up to elevation?

Mr. Authement – not much of it has actually been excavated into a pond, there is a pond there portion of it is kind of hard to see, but the intention is to leave it exactly the way it is, because if there is an industrial use that pond can be used for storm water retention, it also can use for recycling gray water and be part of the cooling operation of whatever development goes there, but it is not a giant the whole 300 and some odd acres that were talking about is not a hole in the ground, it's not even close to that there is a confined area that was excavated the rest of it is land like the rest of the surrounding land.

Ms. Greyson – is the recycling close enough to this to run off into it?

Commissioner Keen – at this time that is going to be a separate case.

Mr. Albert – Mr. Chairman, the site development specifics would be contingent upon whatever's happening there at the time, this is a land use matter it's purely about whether or not you believe the surrounding areas have changed in the sensation of the special permit use is at its end warranting it going back to M2. We are required to recommend denial by code, we don't have any specific actual objection to this proposed change. If that special permit had been done under the department's current tenure, we probably would have put some kind of sunset clause in there for when they were done with the borough pit to explore what change in zoning should happen after that fact, so I just wanted to clarify that for the moment.

The public hearing was closed.

Commissioner Frangella made a motion to consider, seconded by Price.

YEAS: Krajcer, Keen, deBruler, Ross, Frangella

NAYS: Price

ABSENT: Petit

PASSED



Department of Planning & Zoning Staff Report – Map Amendment Case No. 2023-15-R

APPLICATION INFORMATION

- **Submittal Date:** 10/2/2023
- **Applicant / Property Owner**

Harry R. Coleman, III 3C Riverside Properties, LLC 1249 Lincoya Drive Vestavia Hills, AL 35216 901-848-7941 rcoleman3c@gmail.com	Louis G. Authement 13919 River Road, Suite 300 Luling, LA 70070 985-785-8481 louis@lgalaw.com
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- **Request**

Change of zoning from *O-L, Open Land District* to *M-2, Heavy Manufacturing and Industry*

SITE INFORMATION

- **Location**

Lots B-1, “A”, and Parcels H-3 and L-3 as shown on the surveys by James R. Webb, PLS dated July 15, 2014 and Michael D. Bernard, PLS dated March 15, 2001.

Located in Killona between River Road and the Union Pacific Railroad and just over one-half mile upriver from Highway 3141. The nearest associated address is 18545 River Road.
- **Size:** approximately 317 acres
- **Current Use**

The site was used for the extraction of borrow material upon approval by the Planning Commission on June 3, 2010 (PZSPU-2010-02). Extraction operations have ceased.
- **Surrounding Zoning:** M-2
- **Surrounding Uses**

The surrounding area primarily consists of vacant or undeveloped and wooded land, or is developed for agricultural purposes. A landfill is located on the opposite side of the Union Pacific Railroad from the subject site.
- **Zoning History**

A change from M-2/M-3 to the existing O-L zoning was approved by the Parish Council on June 21, 2010 (Ordinance No. 10-6-9; PZR-2010-08). This corresponded with the approval of PZSPU-2010-02 allowing for the extraction of borrow material.

A portion of the above referenced O-L zoning reverted back to M-2 upon Parish Council approval on January 6, 2014 (Ordinance No. 14-1-3; PZR-2013-24).
- **Flood Zone & Minimum Building Elevation**

1992 Flood Insurance Rate Map: X and AE 5
2013 Digital Flood Insurance Rate Map: X and AE5
- **Future Land Use Recommendation**

Wetlands: Constrained lands due to wetlands and flood zones. Allowable land uses in areas designated as wetlands are limited to low impact uses, such as eco-tourism and recreation (e.g., boating, hiking, hunting, fishing), wildlife observation, environmental education, environmental research, compatible agriculture (e.g., periodic haying and grazing), managed timber harvest, and other uses that may be permitted by special exception or special permit by the Louisiana Department of Natural Resources, the

U.S. Army Corps of Engineers or the St. Charles Parish Coastal Zone Advisory Council.

Recommended Zoning Districts: W (wetland district)

- **Traffic Access:** River Road (LA18)
- **Utilities**
The Parish GIS map shows public water and drainage facilities along River Road. Sewer facilities are not shown within the vicinity of the subject site.

APPLICABLE REGULATIONS

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

[II.] *M-2. Heavy manufacturing and industry:*

1. Use Regulations:
 - a. A building or land shall be used for the following purposes:
 - (1) All uses permitted in the M-1 district (and subject to M-1 regulations)
 - (2) Petroleum refining and/or chemical processing
 - (3) Solid fuel handling, transfer, and storage facilities not associated with energy generation facilities
 - (4) Energy generating facilities
 - (5) *Reserved*
 - (6) Any other similar manufacturing or industry establishment which shall adhere strictly to all state and federal mandates whereby, therefor, normal operations will not be injurious to employees and the general public because of health and safety factors.
 - (7) Concrete mixing or batching plants.
 - (8) Accessory uses.
 - (9) Junkyards.
 - (10) *Reserved*.
 - b. Special permit uses and structures:
 - (1) Type II and Type III Landfills, upon review and approval of the Planning Commission and supporting Resolution of the Parish Council:
 - a. Permit Required. Notwithstanding any other provisions of this Ordinance no landfill shall hereafter be constructed, enlarged, altered, or placed into operation until a special permit use for said landfill has been heard by the Planning and Zoning Commission and then approved by ordinance of the Parish Council.
 - (1) The Commission shall schedule and hold a public hearing to consider the application. The Department of Planning and Zoning shall post a sign on the affected property which calls attention to the public hearing at least ten (10) days prior to that hearing date. All applications will be advertised at least three (3) times in the official journal of the Parish on three (3) separate and at least Fifteen (15) days shall elapse between the first publication and the date of the hearing. All property owners within five hundred (500) feet of the subject property shall be notified by certified mail of the public hearing.
 - (2) The Special Permit Use shall be valid for a period of one calendar year. If after one calendar year, the applicant has not received a permit by LDEQ, the applicant shall file a new Special Permit Use application if an extension is needed.
 - (3) A completed application form and three sets of the required supplemental application requirements data as set forth in the following section:
 - (a) The site plan shall show: the area dedicated to the landfill; identify the total site acreage and amount of acreage that will be used for processing and disposal; show all vehicular access points to the site; identify and buffer areas; describe any landscaping, or fencing proposed.
 - (b) A drainage plan prepared by a Louisiana licensed engineer shall be submitted to the parish. At a minimum, the plan shall show the drainage-flow patterns, show all major drainage systems and indicate the point of discharge. The Parish Engineer may require additional drainage information.
 - (c) If located in a floodplain, it must be demonstrated that the facility will not restrict the flow of the 100-year base flood or significantly reduce the temporary water-storage ability of the floodplain integrity.
 - (d) The types, maximum quantities (wet tons/week), and sources (percentage of the on-site or off-site generated waste to be received) of the waste to be processed or disposed by the facility.
 - (e) Identify the geographic area to be serviced by the facility.
 - (f) Indicate the days of operation per week and hours per day.
 - (g) Identify the maximum expected height of the waste pile.
 - (h) Describe provisions that will be employed to control dust, litter and odor.
 - (i) Provide the projected year of final closure and include a discussion of the long-term use of the facility after closure as anticipated.
 - (j) The site shall be screened with fencing, planting or other methods as approved, to block onsite views from the public. A

landscape/screening plan shall be submitted with the Special Permit Use application and approved by the Planning Commission.

- (4) Additional Procedural Requirements:
 - (a) Provide the Planning Department a copy of the official order to proceed issued by the LDEQ.
 - (b) Upon issuance of the permit by the Louisiana Department of Environmental Quality (LDEQ), a copy shall be submitted to the Planning Department. This includes all permits issued by the LDEQ to the site, (i.e., waste, water, air, etc.). The permit shall include the final approved site plan by LDEQ. This shall also include any necessary federal or state approvals from agencies other than LDEQ.
 - (c) The owner shall submit to the parish's planning department a copy of the solid waste annual report that is submitted to the LDEQ, Office of Management and Finance. The report shall be submitted to the planning department on August 1st of each year.
 - (5) The Parish Planning and Zoning Department, Planning Commission and/or the Parish Council may require additional data where deemed necessary before taking final action or issuing a permit. Conditions of approval may be placed on the Special Permit Use by either the Planning Commission or the Parish Council.
- (2) Temporary construction facilities for a period of one (1) year upon approval of the Planning Director.
 - (3) Cellular installations and PCS (personal communication service) installations.
 - (4) Truck terminals (with video poker gaming facilities) upon review and approval of the Planning Commission, and supporting resolution of the Council. (Ord. No. 98-4-17, § V, 4-20-98) Truck terminals with video poker gaming facilities shall conform to the regulations set forth by the state of Louisiana and to the following regulations:
 - (1) Frontage shall be on a median-divided, major arterial with a minimum of 4-roadway lanes, and having federal or state designation.
 - (2) Minimum lot size of site shall be ten (10) acres.
 - (3) Truck terminals with video poker gaming facilities shall also have all of the following amenities:
 - a) a separate truckers' lounge
 - b) a full-service laundry facility located in a convenient area for truckers' use
 - c) private showers for men and women and not located in an area open to general public restroom facilities
 - d) a travel store with items commonly referred to as truckers' supplies (items commonly used only by commercial motor vehicles)
 - e) truck scales
 - f) separate truckers' telephones
 - g) permanent storage facilities for fuel
 - (4) Notwithstanding any other provisions of law, these regulations shall have no force or effect on any truck terminal with video poker gaming facilities which have received a Special Permit Use prior to the effective date of this ordinance.
 - (5) Green markets upon review and approval by the Planning Commission and supporting resolution of the Council. Such sites must possess frontage on a hard-surfaced public collector or arterial street.
 - (6) Towing Yards. Towing yards upon review and approval by the Planning Commission and supporting Resolution of the Parish Council shall conform to the following regulations:
 - (1) Site plan approval. All tow yard operators must secure approval of a site plan. The site plan shall include:
 - a) The storage layout and the maximum number of vehicles proposed to be stored. All storage parking spaces shall open directly to an access drive. Vehicles shall not be stored on top of each other. All vehicles shall be stored on an aggregate parking surface;
 - b) A seven-foot solid, opaque fence will enclose such yards and shall be maintained in a constant state of good repair. Entrances will be constructed of the same material as the fence. All entrances shall remain closed when not in use;
 - c) A ten-foot buffer zone when abutting a C-3 or lesser intensive use or zoning district. The buffer shall be planted with acceptable trees and shrubs;
 - d) All buildings and structures to be located on the site and the required off-street parking layout.
 - (2) Towing yard operators shall maintain records of each vehicle and its storage period. These records shall be available upon request of the planning department.
 - (3) Towing yards shall also adhere to state and local licensing requirements.
 - (4) Any change of permitted plan will result in a cease and desist order being placed on the towing yard.
2. Spatial Requirements:
- a. Minimum lot size: Fifteen thousand (15,000) square feet,
Minimum width: One hundred (100) feet.
 - b. Minimum yard size for offices and accessory use spaces:
 - (1) Front - twenty (20) feet
 - (2) Side - thirty-five (35) feet
 - (3) Rear - fifty (50) feet.
 - (4) Whenever property abuts a major drainage canal as defined by the Subdivision regulations the required setback for all structures shall be ten (10) feet measured from the inner boundary of such servitude or right-of-way, notwithstanding any other more restrictive setbacks, this provision shall not apply to any lot of record created and existing prior to the effective date of Ordinance No. 99-12-8, December 15, 1999.

3. Transportation Requirements: Arterial, rail or water
4. Special Provisions:
 - a. Must maintain a buffer zone to insure the protection and well-being of neighboring areas.
 - b. Major operations must be located two thousand (2,000) feet from the nearest R, CR-1 or C-2 District or located a lesser distance if clearly dictated safe by industry standards and approved by the Board of Adjustments. Accessory uses of lesser intensity may be developed in this buffer area. Examples include office buildings, parking facilities, substations, and storage areas (including open storage of solid fuels for energy generating facilities) as well as uses identified in the M-1 District and subject to any required restrictions established in that M-1 District.
 - c. New construction within the confines of existing industrial developments shall provide adequate buffer areas near R and C Districts in accordance with industry standards, national fire code regulations, and those standards established in the M-1 District under "Other Industrial Uses."

Appendix A. Section XV. - Amendment procedure

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

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

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

E. Rezoning approval criteria: Before the Council votes to approve a rezoning, there should be reasonable factual proof by the applicant that:

1. The proposed map amendment is in compliance, or is not in conflict, with the goals and recommendations of the St. Charles Parish Comprehensive Plan and Future Land Use Map, also
2. The proposed map amendment does not negatively impact the health, safety, and welfare of the community.

REZONING GUIDELINE & CRITERIA EVALUATION

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

The request would not result in a spot zone due to expanding on existing M-2 zoning districts abutting on each side. But the proposed M-2 zoning does not conform to the Comprehensive Plan designating the area as *Wetlands*, which anticipates "*low impact uses*" as permitted by those departments/agencies with jurisdiction over wetlands such as the Louisiana Department of Natural Resources, the U.S. Army Corps of Engineers or the St. Charles Parish Coastal Zone Advisory Council. **The request does not meet the first guideline.**

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

The existing O-L district was established with approval of a rezoning from M-2 in 2010 (Ordinance No. 10-6-9; PZR-2010-08) and allowed for the permitting of a mineral extraction operation (PZSPU-2010-02). Since then the most significant change in the land use pattern/character of the area is the expansion of the landfill located on the opposite side of the Union Pacific Railroad (Ordinance No. 17-10-2; PZSPU-2017-04). The original landfill footprint was approved in 2001 (Resolution No. 4916; PZSPU-2001-04). Otherwise the land-use pattern has remained largely constant, consisting primarily of either undeveloped wooded land or agricultural fields. This, along with the presence of wetlands within the subject site, does not indicate the current O-L zoning

deprives reasonable use of the property. **The request does not meet the second guideline.**

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

The general area consists primarily of undeveloped wooded land and agricultural fields. Development in the immediate area consists of a landfill located on the opposite side of the Union Pacific Railroad and fronting on Highway 3127. The nearest residential use is a nonconforming mobile home park on River Road. The proposed uses permitted in the proposed M-2 zoning, which includes agriculture and general farming uses in addition to high intensity industrial uses, would not be incompatible with this existing character. It cannot be said the uses permitted specifically in the M-2 district would place any more of a burden on public facilities compared to what can currently be permitted under the current O-L zoning, primarily due existing public facilities being limited to water service on River Road. Any significant development in this area, regardless of zoning, would have to address extensions and connections to public facilities. **The request meets the third guideline.**

DEPARTMENT RECOMMENDATION

Denial, due to only meeting one rezoning criteria.

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

LOT M-1-A-1:

Commencing at Monument K393 with LA. State Plane coordinates NAD83 N 548,920.91 E 3,549,887.68 near the intersection of La. Hwy 3141 and the MS. River levee, thence S41°39'56"W to the point of intersection of the northern line of Lot M-1-A-1 and the western line of Louisiana Highway 3141, the Point of Beginning;

Thence from said Point of Beginning S57°44'09"E 417.98 feet; thence S36°39'48"W 11,640.82 feet; thence N56°22'19"W 3,584.85 feet; thence N40°12'26"E 8,765.66 feet; thence N43°05'11"W 148.50 feet; thence N39°24'48"E 2,826.31 feet; thence S57°41'10"E 419.71 feet; thence S57°41'10"E 610.85 feet; thence S57°41'15"E 1,608.83 feet to the Point of Beginning.

Less and Except: Lot J-1 62.216 Acres & Landeche 400'x400' tract 3.673 Acres

Lot M-1-A-1 contains 802.862 Acres, more or less.

LOT B-1:

Commencing at Monument K393 with LA. State Plane coordinates NAD83 N 548,920.91 E 3,549,887.68 near the intersection of La. Hwy 3141 and the MS. River levee, thence N52°55'26"W 3240.82' to the Northeasternmost corner of Lot B-1, the Point of Beginning;

Thence from said Point of Beginning S38°17'04"W 1,637.94 feet; thence S37°33'04"W 3,563.11 feet; thence S57°41'10"E 170.02 feet; thence S39°24'48"W 2,826.31 feet; thence S43°05'11"E 148.50 feet; thence S40°12'26"W 7,661.26 feet; thence N36°44'00"W 2,086.45 feet; thence N44°09'48"E 576.16 feet; thence S89°30'26"W 582.29 feet; thence N0°29'34"W 316.36 feet; thence S44°09'48"W 342.46 feet; thence N32°37'58"W 2,182.89 feet; thence N51°33'52"E 15,265.60 feet; thence S27°50'52"E 162.75 feet; thence S17°30'52"E 246.64 feet; thence S26°48'21"E 574.62 feet; thence S37°03'00"E 117.07 feet; thence S31°25'02"E 174.80 feet to the Point of Beginning.

Lot B-1 contains 1100.813 Acres, more or less.

LOT AG-1:

Commencing at Monument K393 with LA. State Plane coordinates NAD83 N 548,920.91 E 3,549,887.68 near the intersection of La. Hwy 3141 and the MS. River levee, thence S48°25'53"W 1,423.51 feet to the Northeasternmost corner of Lot AG-1 the Point of Beginning;

Thence from said Point of Beginning S37°24'49"W 2,097.96 feet; thence S40°16'28"W 300.37 feet; thence S37°24'47"W 65.58 feet; thence N57°41'15"W 1,608.83 feet; thence N36°58'50"E 2,884.64 feet; thence S53°01'11"E 1,287.12 feet; thence S36°58'49"W 287.71 feet; thence S52°35'13"E 350.00 feet to the Point of Beginning.

Lot AG-1 contains 102.979 Acres, more or less.

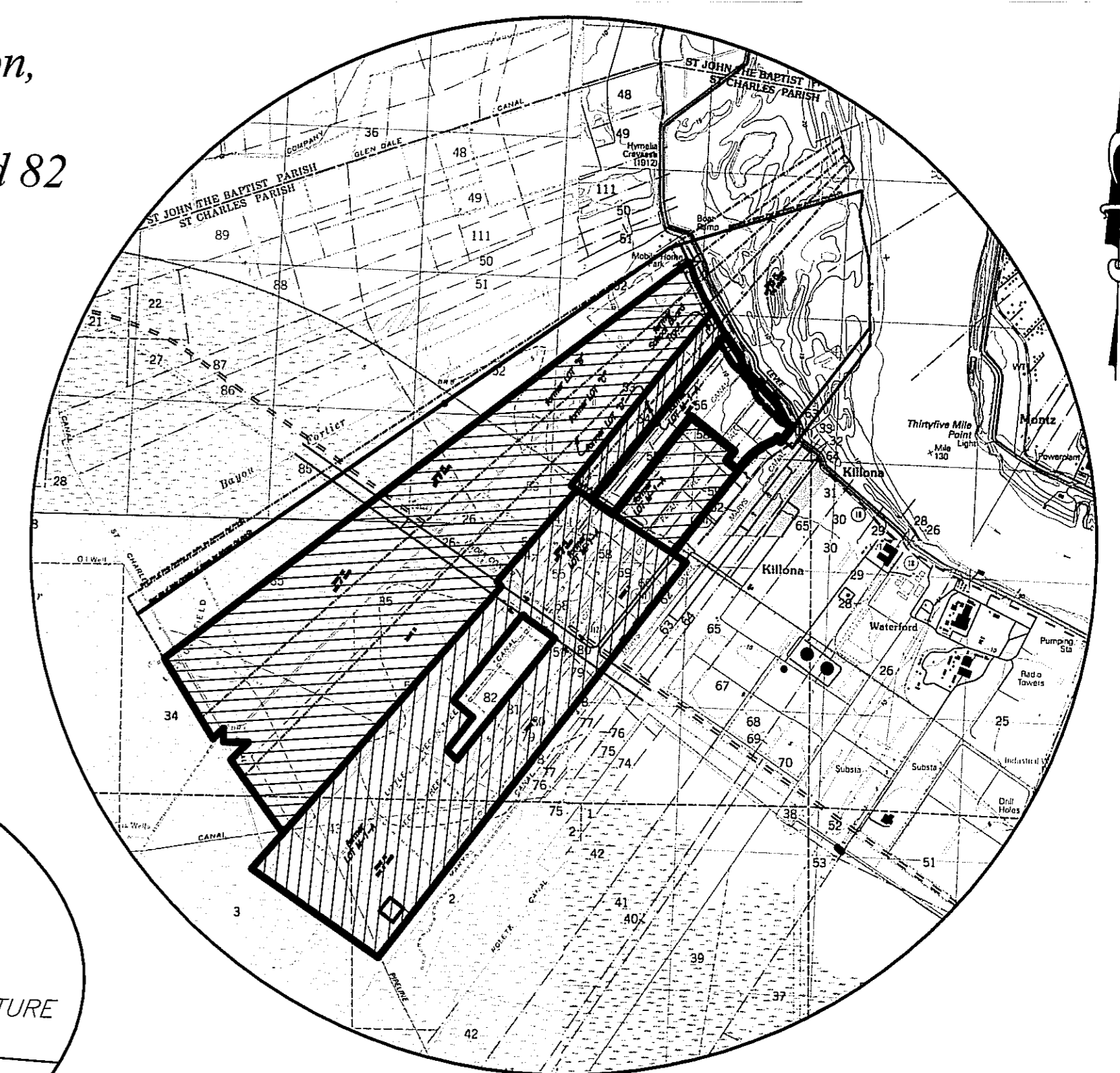
LOT AG-2:

Commencing at Monument K393 with LA. State Plane coordinates NAD83 N 548,920.91 E 3,549,887.68 near the intersection of La. Hwy 3141 and the MS. River levee, thence N32°55'26"W 3240.82' to the Northwesternmost corner of Lot AG-2, the Point of Beginning;

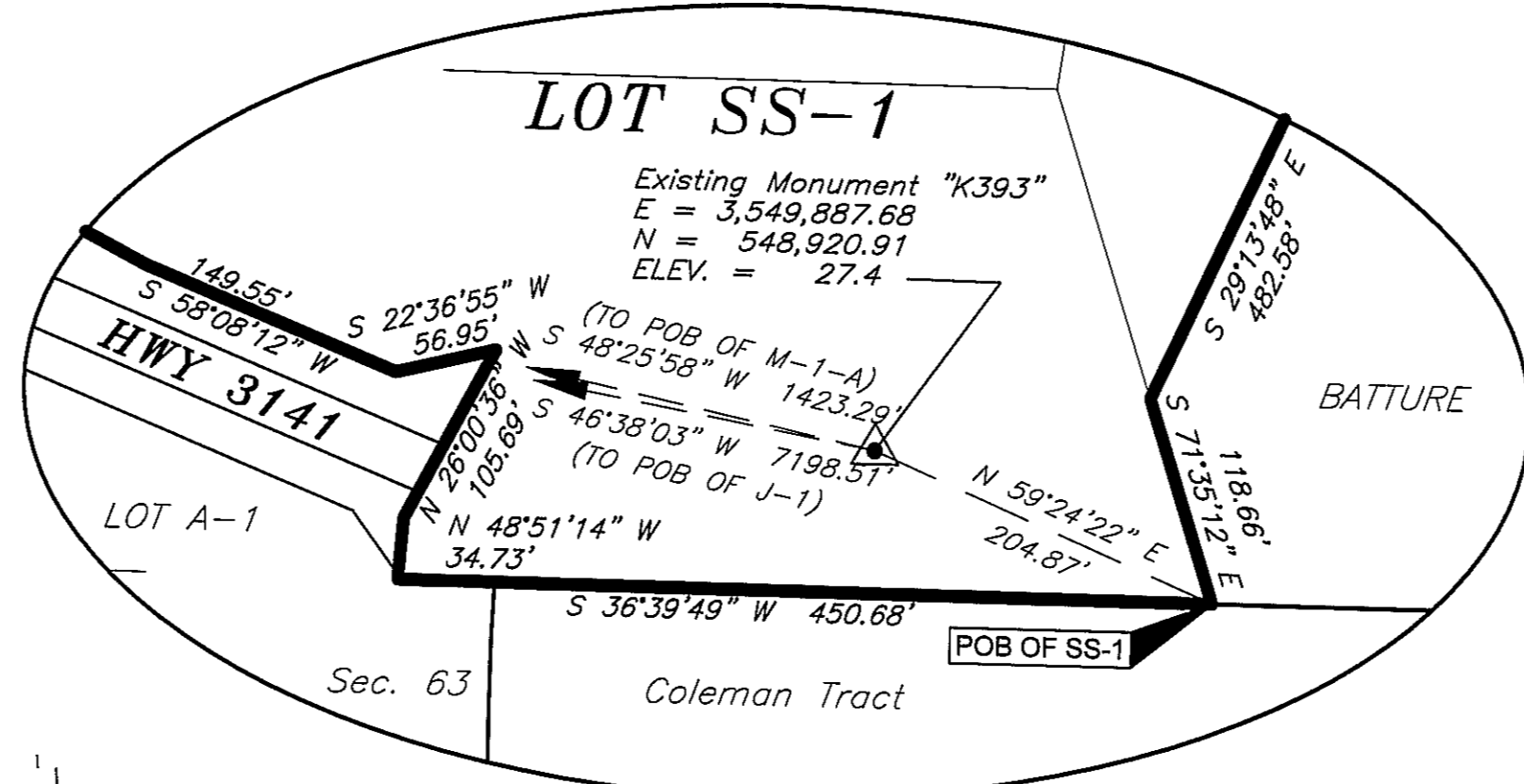
Thence from said Point of Beginning S31°25'02"E 335.36 feet; thence S31°25'02"E 290.79 feet; thence S38°17'04"W 223.45 feet; thence S37°33'04"W 1,133.52 feet; thence N57°41'10"W 271.34 feet; thence S505.52 feet; thence N57°41'10"W 148.37 feet; thence N57°41'10"W 170.02 feet; thence N37°33'04"E 3,563.11 feet; thence N38°17'04"E 1,637.94 feet to the Point of Beginning.

Lot AG-2 contains 68.242 Acres, more or less.

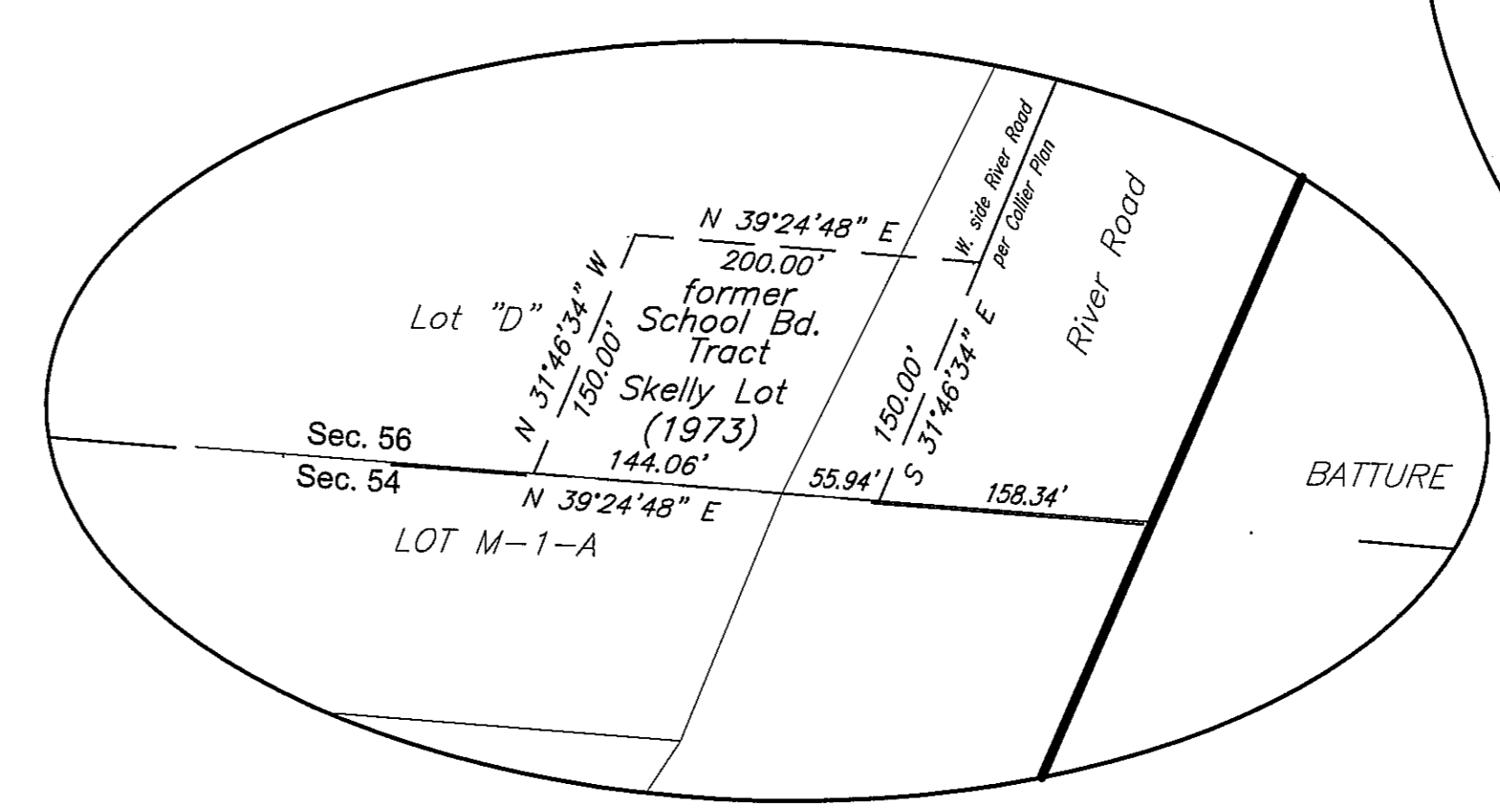
Prepared for 3C Riverside:
 A Reconfiguration of previous Subdivisions of Mary Plantation, Trinity Plantation, the Picard Tract and the Cloate Tract
 Located in Sections 26, 34, 35, 52, 53, 54, 55, 56, 58, 59, 60, 62, 78, 79, 80, 81, and 82
 Township 12 South - Range 19 East, Southeast Land District
 and
 Sections 2, 3, and 43
 Township 13 South - Range 19 East, Southeast Land District
 Saint Charles Parish, Louisiana
 into
 Lots M-1-A-1, AG-1, AG-2 and B1



Vicinity Map
 SCALE: 1" = 3,000'



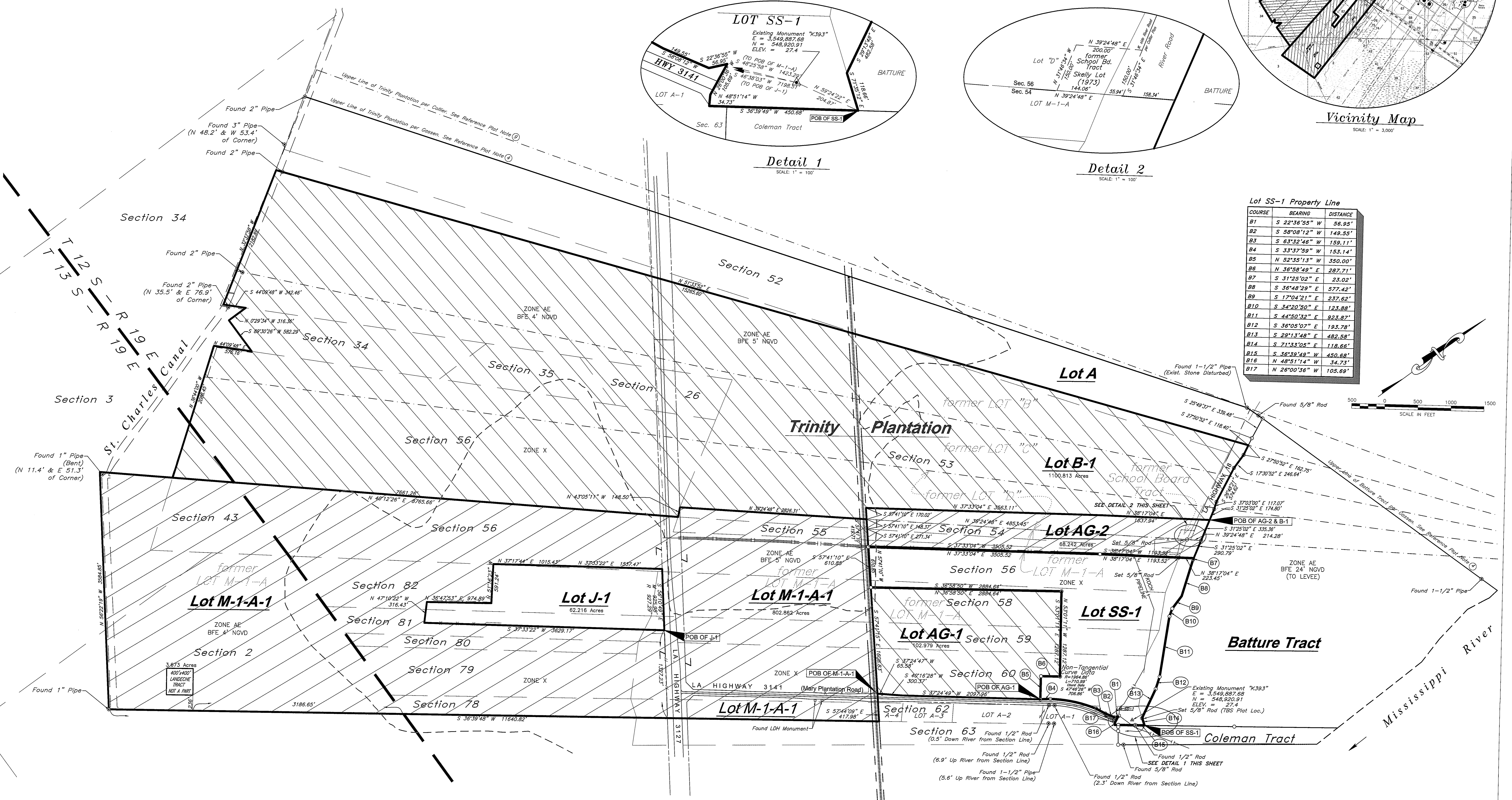
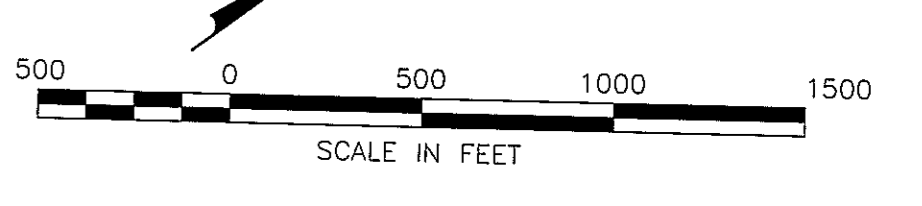
Detail 1
 SCALE: 1" = 100'



Detail 2
 SCALE: 1" = 100'

Lot SS-1 Property Line

COURSE	BEARING	DISTANCE
B1	S 22°36'58" W	56.95'
B2	S 58°08'12" W	148.55'
B3	S 63°32'48" W	159.11'
B4	S 33°37'59" W	153.14'
B5	N 52°35'13" W	350.00'
B6	N 36°58'49" W	287.71'
B7	S 31°25'02" E	23.02'
B8	S 36°48'29" E	577.42'
B9	S 17°04'21" E	237.62'
B10	S 34°20'50" E	123.88'
B11	S 44°50'32" E	923.87'
B12	S 36°05'07" E	193.78'
B13	S 29°13'48" E	482.58'
B14	S 71°33'05" E	118.66'
B15	S 36°58'49" W	450.68'
B16	N 48°51'14" W	34.73'
B17	N 28°00'36" W	105.69'



APPROVALS:
 [Signature] 7/23/14
 DIRECTOR, PLANNING AND ZONING DEPT.
 [Signature]
 PARISH PRESIDENT

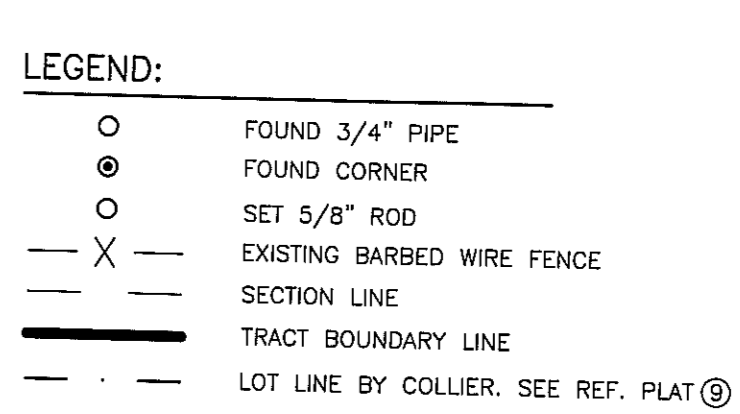
NOTE:
 ALL NECESSARY SEWER, WATER AND/OR OTHER UTILITY EXTENSIONS, RELOCATIONS OR MODIFICATIONS SHALL BE MADE SOLELY AT THE LOT OWNER'S EXPENSE.

SUBDIVISION APPROVED BY:
 [Signature] 7-16-14
 DATE

SUBJECT PROPERTY IS LOCATED WITHIN NATIONAL FLOOD INSURANCE PROGRAM (NFIP) SPECIAL FLOOD HAZARD AREAS (SFHA) DESIGNATED AS: ZONE X, ZONE AE WITH A BASE FLOOD ELEVATION OF 24 FEET NGVD, AE WITH A BASE FLOOD ELEVATION OF 3 FEET NGVD, AE WITH A BASE FLOOD ELEVATION OF 4 FEET NGVD. THOSE AREAS, AS DELINEATED HEREON, WERE EXTRACTED FROM NFIP FLOOD INSURANCE RATE MAPS (FIRM) COMMUNITY NUMBER 220160, PANELS 0500C, 0100C AND 0120C, EACH OF THE PANELS WERE LAST REVISED JUNE 16, 1992.

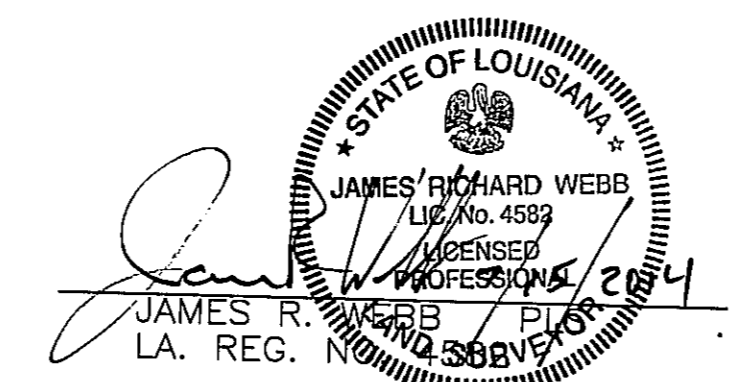
SURVEY CERTIFICATIONS:
 THIS SURVEY IS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF LA. REVISED STATUTES 33:505 ET SEQ. AND WITH THE APPLICABLE STANDARDS OF PRACTICE AS STIPULATED IN LOUISIANA PROFESSIONAL AND OCCUPATIONAL STANDARDS. THIS SURVEY MEETS THE REQUIREMENTS OF LOUISIANA ADMINISTRATIVE CODE TITLE 46, PART LXI, §2900. THIS IS A CLASS "A" SURVEY. THIS PLAT REPRESENTS MY SURVEY AS MADE UPON THE GROUND. ALL PROPERTY RELATED RESEARCH WAS PROVIDED BY OTHERS.

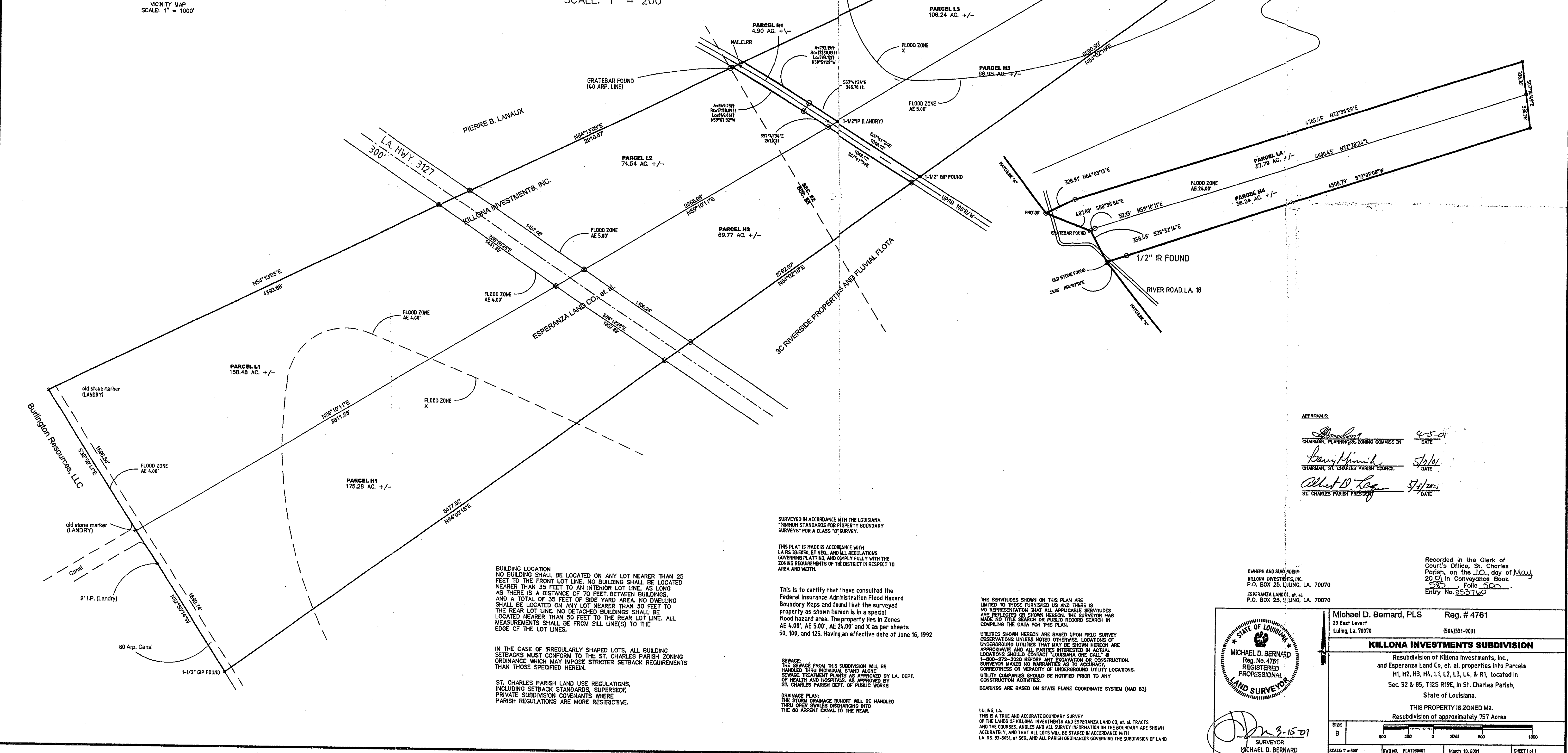
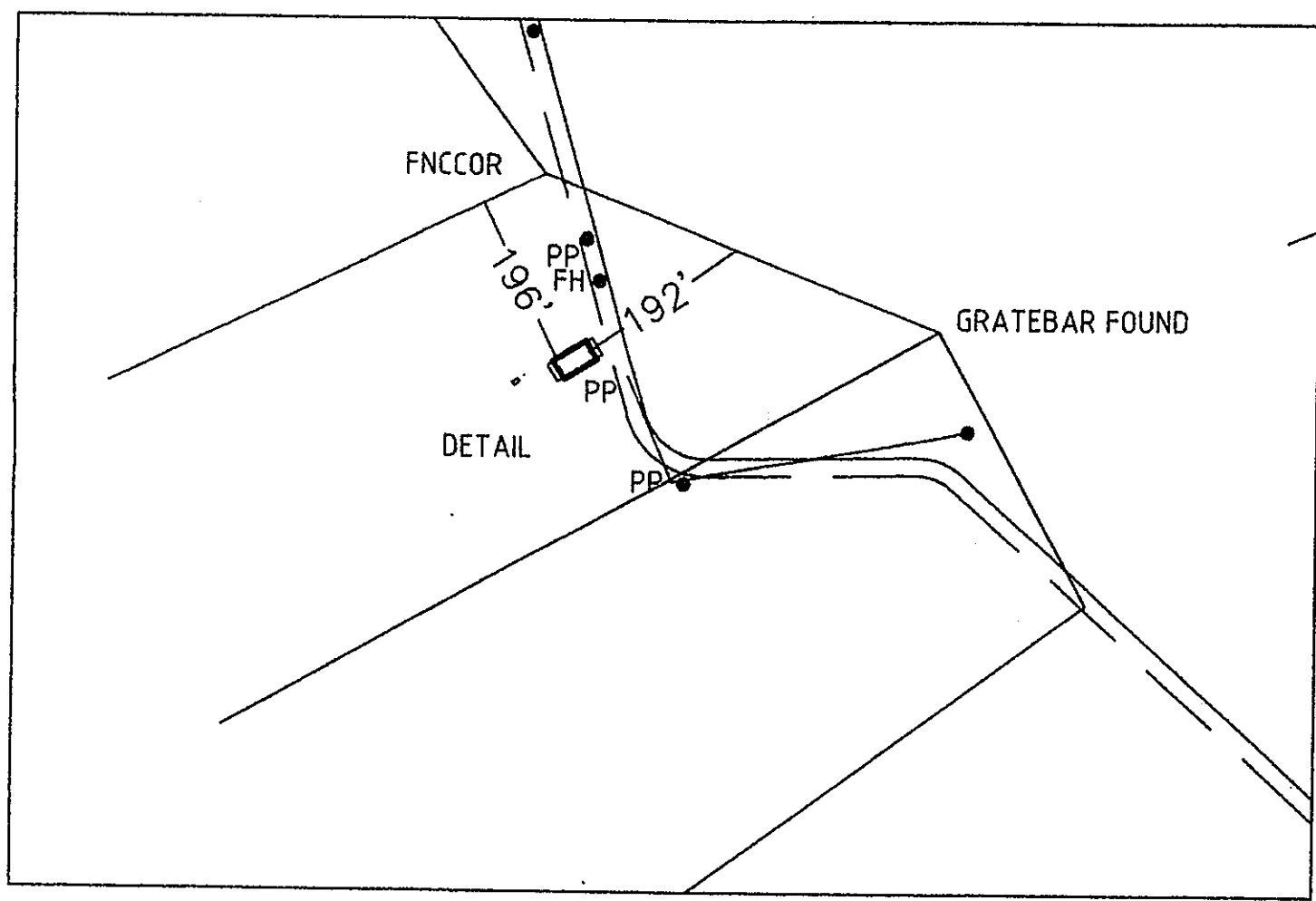
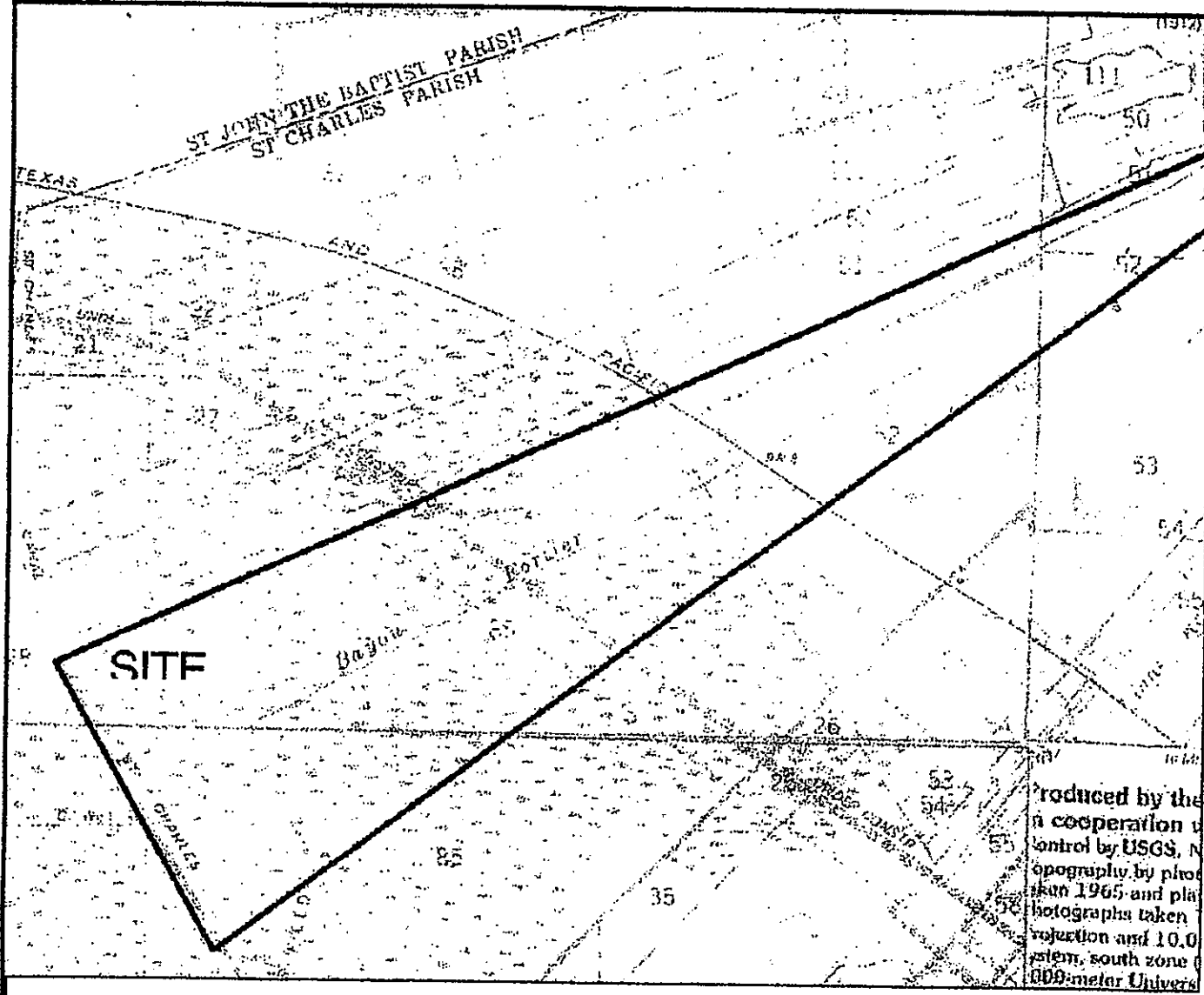
BASIS OF BEARINGS AND REFERENCE PLATS:
 1. ALL BEARINGS & DISTANCES SHOWN HEREON ARE BASED ON NAD83 COORDINATE SYSTEM.
 2. RESUBDIVISION OF THE CLOATE TRACT AND A PORTION OF MARY PLANTATION INTO LOTS M-1-A-1 AND M-1 IN T12S - R19E & T13S - R19E, ST. CHARLES PARISH, LOUISIANA, BY LUCIEN C. GASSEN, DATED MARCH 10, 1999.
 3. BOUNDARY SURVEY - SURVEY OF LOT SS-1, LOCATED IN SECTIONS 56, 58, 59, 60 AND 62, T12S-R19E, SOUTHEAST LAND DISTRICT, ST. CHARLES PARISH, LOUISIANA FOR KILLONA ACQUISITIONS, L.L.C. BY T. BAKER SMITH, LAST REVISION DATED 07/07/09.
 4. SURVEY OF MARY PLANTATION, PICARD TRACT AND CLOATE TRACT IN T12S - R19E & T13S - R19E & T13S - R19E & T13S - R19E SOUTHEASTERN LAND DISTRICT WEST OF THE MISSISSIPPI RIVER, ST. CHARLES PARISH, LA. BY GOVERNMENT SURVEY OF T12S-R19E DATED MAY, 1829 SIGNED BY PRINCIPAL DEPUTY SURVEYOR (ILLEGIBLE), DONALDSONVILLE, LA. JUNE 1835 WILLIAM (ILLEGIBLE).
 5. US GOVERNMENT SURVEY OF T12S-R19E DATED 1ST QUARTER 1849, SIGNED BY SURVEYOR GENERAL (ILLEGIBLE) LANDRY, DONALDSONVILLE, LA. T12S-R19E DATED 1ST QUARTER 1849, SIGNED BY SURVEYOR GENERAL (ILLEGIBLE).
 6. US GOVERNMENT SURVEY OF T12S-R19E DATED MARCH, 1850 SIGNED BY SURVEYOR GENERAL (ILLEGIBLE) DONALDSONVILLE, LA.



PREPARED AT THE REQUEST OF A.M. AGRICEN
Willbros Engineers, LLC
 120 MALLARD STREET, ST. ROSE, LOUISIANA 70087
 (504) 471-6420

MAP OF RESUBDIVISION LOT M-1-A & TRINITY PLANTATION LOTS B, C, D & FORMER SCHOOL SITE ON TRINITY PLANTATION INTO LOTS B-1, AG-1, AG-2 & M-1-A-1 LOCATED IN SECTIONS 26, 34, 35, 52, 53, 54, 55, 56, 58, 59, 60, 62, 78, 79, 80, 81, 82





BUILDING LOCATION
NO BUILDING SHALL BE LOCATED ON ANY LOT NEARER THAN 25 FEET TO THE FRONT LOT LINE, NO BUILDING SHALL BE LOCATED NEARER THAN 35 FEET TO AN INTERIOR LOT LINE, AS LONG AS THERE IS A DISTANCE OF 70 FEET BETWEEN BUILDINGS, AND A TOTAL OF 35 FEET OF SIDE YARD AREA, NO DWELLING SHALL BE LOCATED ON ANY LOT NEARER THAN 50 FEET TO THE REAR LOT LINE, NO DETACHED BUILDINGS SHALL BE LOCATED NEARER THAN 50 FEET TO THE REAR LOT LINE. ALL MEASUREMENTS SHALL BE FROM SILL LINE(S) TO THE EDGE OF THE LOT LINES.

IN THE CASE OF IRREGULARLY SHAPED LOTS, ALL BUILDING SETBACKS MUST CONFORM TO THE ST. CHARLES PARISH ZONING ORDINANCE WHICH MAY IMPOSE STRICTER SETBACK REQUIREMENTS THAN THOSE SPECIFIED HEREIN.

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

SURVEYED IN ACCORDANCE WITH THE LOUISIANA "MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS" FOR A CLASS "10" SURVEY.

THIS PLAN IS MADE IN ACCORDANCE WITH LA RS 33:550, ET SEQ., AND ALL REGULATIONS GOVERNING PLATTING, AND FULLY WITH THE ZONING REQUIREMENTS OF THE DISTRICT IN RESPECT TO AREA AND MDTL.

This is to certify that I have consulted the Federal Insurance Administration Flood Hazard Boundary Maps and found that the surveyed property as shown hereon is in a special flood hazard area. The property lies in Zones AE 4.00', AE 5.00', AE 24.00' and X as per sheets 50, 100, and 125. Having an effective date of June 16, 1992

SEWAGE:
THE SEWAGE FROM THIS SUBDIVISION WILL BE HANDLED THRU INDIVIDUAL STAND ALONE SEWAGE TREATMENT PLANTS AS APPROVED BY LA. DEPT. OF HEALTH AND HOSPITALS, AS APPROVED BY ST. CHARLES PARISH DEPT. OF PUBLIC WORKS

DRAINAGE PLAN:
THE STORM DRAINAGE RUNOFF WILL BE HANDLED THRU OPEN SWALES DISCHARGING INTO THE 80 ARP. CANAL TO THE REAR.

THE SERVICES SHOWN ON THIS PLAN ARE LIMITED TO THOSE FURNISHED US AND THERE IS NO REPRESENTATION THAT ALL APPLICABLE SERVICES ARE REFLECTED OR SHOWN HEREON. THE SURVEYOR HAS MADE NO TITLE SEARCH OR PUBLIC RECORD SEARCH IN COMPLYING THE DATA FOR THIS PLAN.

UTILITIES SHOWN HEREON ARE BASED UPON FIELD SURVEY OBSERVATIONS UNLESS NOTED OTHERWISE. LOCATIONS OF UNDERGROUND UTILITIES THAT MAY BE SHOWN HEREON ARE APPROXIMATE AND ALL PARTIES INTERESTED IN ACTUAL LOCATIONS SHOULD CONTACT "LOUISIANA ONE CALL" @ 1-800-372-3220 BEFORE ANY EXCAVATION OR CONSTRUCTION. SURVEYOR MAKES NO WARRANTIES AS TO ACCURACY, CORRECTNESS OR VERACITY OF UNDERGROUND UTILITY LOCATIONS. UTILITY COMPANIES SHOULD BE NOTIFIED PRIOR TO ANY CONSTRUCTION ACTIVITIES.

BEARINGS ARE BASED ON STATE PLANE COORDINATE SYSTEM (NAD 83)

LULING LA.
THIS IS A TRUE AND ACCURATE BOUNDARY SURVEY OF THE LANDS OF KILLONA INVESTMENTS AND ESPERANZA LAND CO. et al. TRACTS AND THE COURSES, ANGLES AND ALL SURVEY INFORMATION ON THE BOUNDARY ARE SHOWN ACCURATELY, AND THAT ALL LOTS WILL BE STAKED IN ACCORDANCE WITH LA. RS. 33-5501, et SEQ., AND ALL PARISH ORDINANCES GOVERNING THE SUBDIVISION OF LAND

APPROVALS:

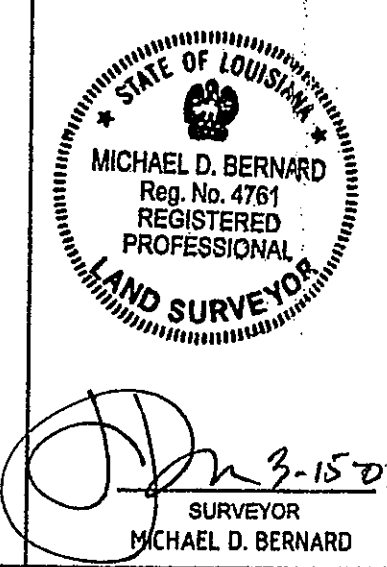
[Signature] 4-5-01
CHAIRMAN, PLANNING & ZONING COMMISSION DATE

[Signature] 5/1/01
CHAIRMAN, ST. CHARLES PARISH COUNCIL DATE

[Signature] 5/1/01
ST. CHARLES PARISH PRESIDENT DATE

OWNERS AND SURETIES:
KILLONA INVESTMENTS, INC.
P.O. BOX 25, LULING, LA. 70070
ESPERANZA LAND CO., et al.
P.O. BOX 25, LULING, LA. 70070

Recorded in the Clerk of Court's Office, St. Charles Parish, on the 10th day of May 2001 in Conveyance Book 525, Folio 500. Entry No. 252120



Michael D. Bernard, PLS Reg. # 4761
29 East Levert Luling, La. 70070 (504)331-9031

KILLONA INVESTMENTS SUBDIVISION

Resubdivision of Killona Investments, Inc. and Esperanza Land Co. et al. properties into Parcels H1, H2, H3, H4, L1, L2, L3, L4, & R1, located in Sec. 52 & 85, T12S R19E, in St. Charles Parish, State of Louisiana.

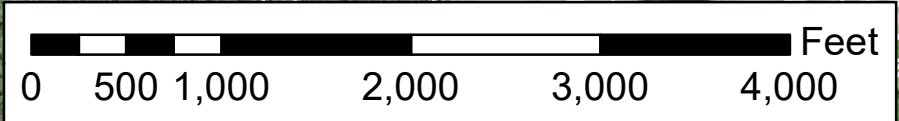
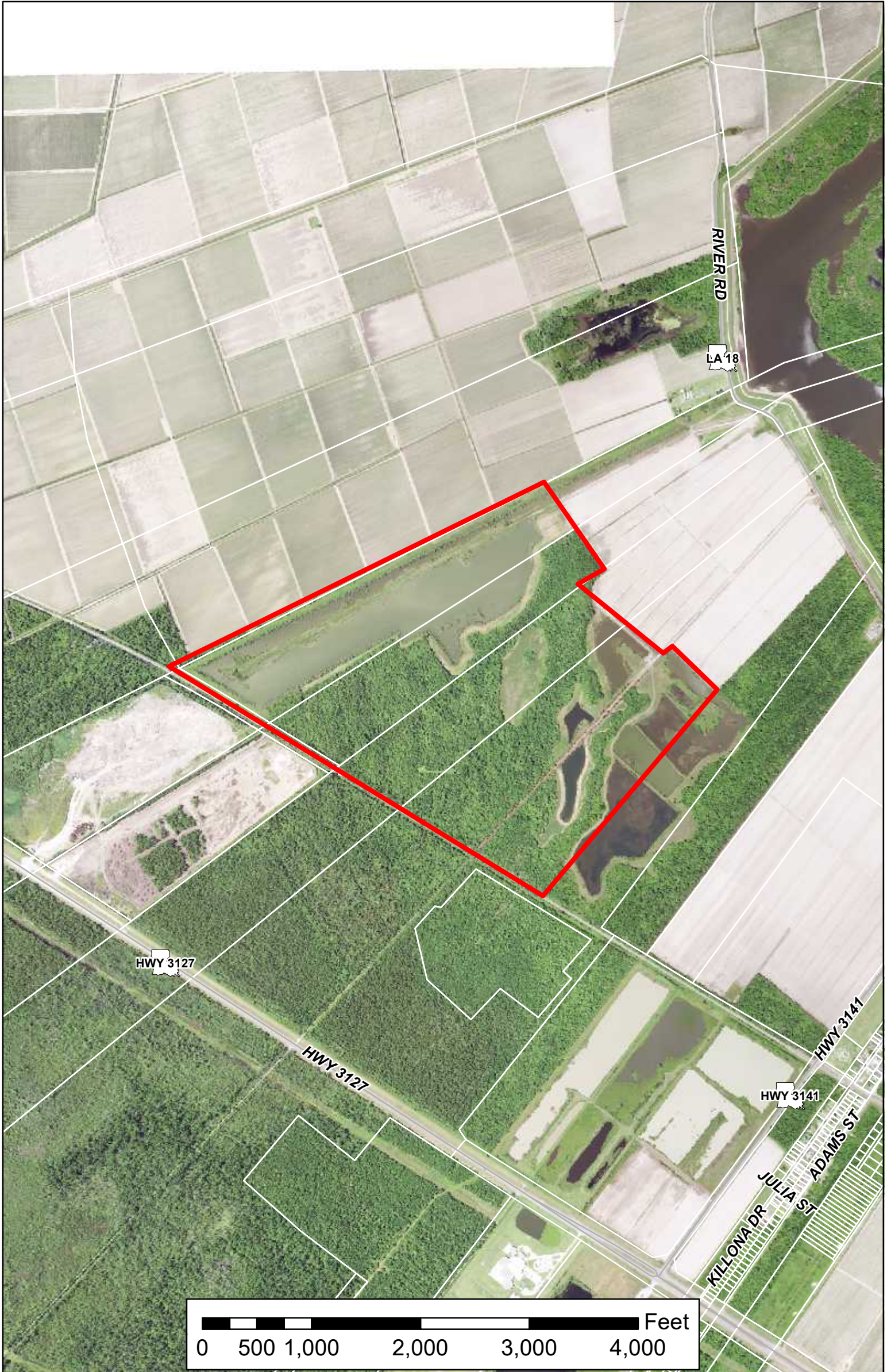
THIS PROPERTY IS ZONED M2.
Resubdivision of approximately 757 Acres

SCALE: 1" = 500'

DWG NO. PLAT199607 March 13, 2001 SHEET 1 of 1

2023-15-R

3 C RIVERSIDE PROPERTIES, LLC; O-L to M-2













2023-15-R

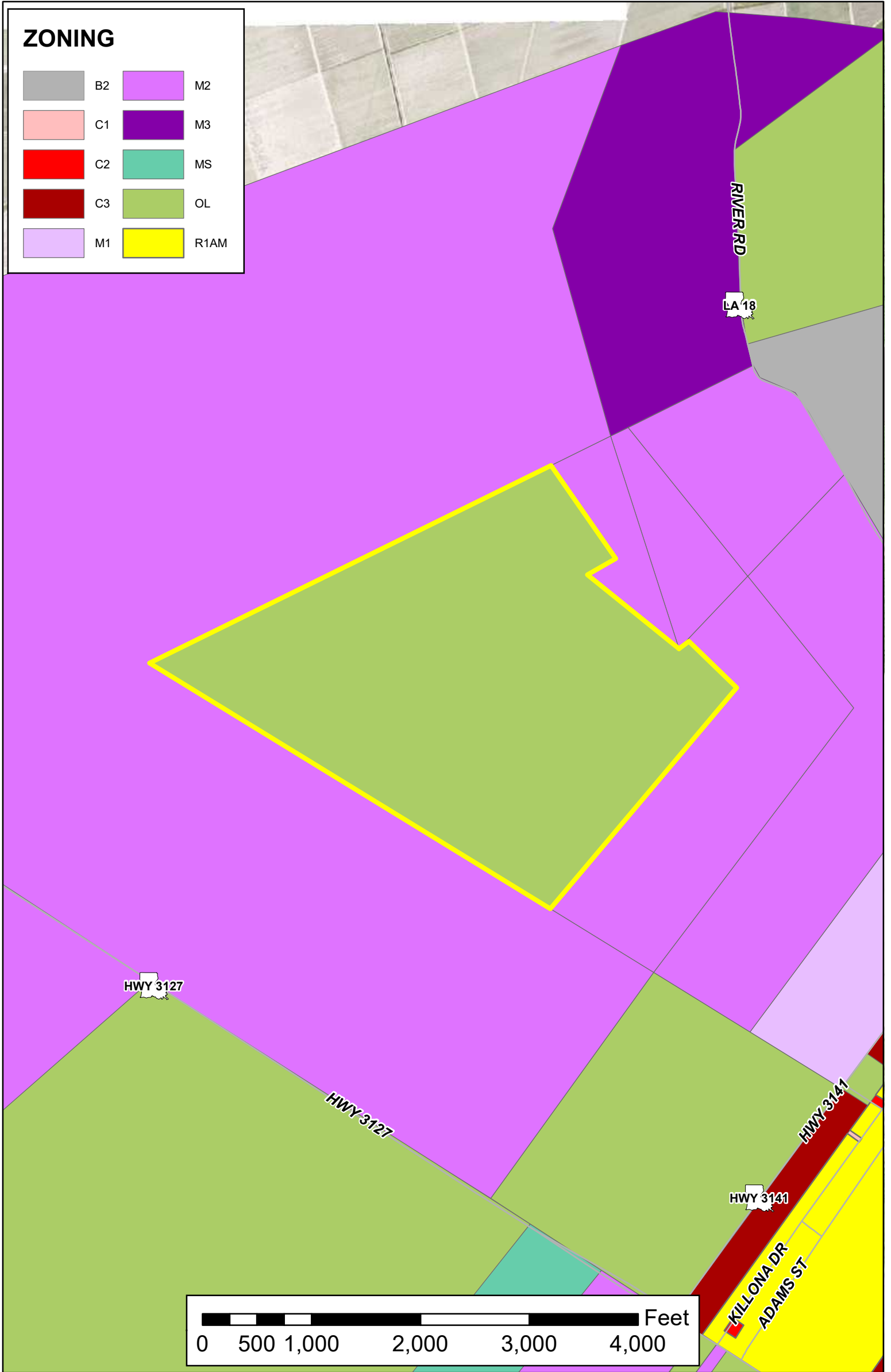
3 C RIVERSIDE PROPERTIES, LLC; O-L to M-2

N



ZONING

	B2		M2
	C1		M3
	C2		MS
	C3		OL
	M1		R1AM



2023-15-R

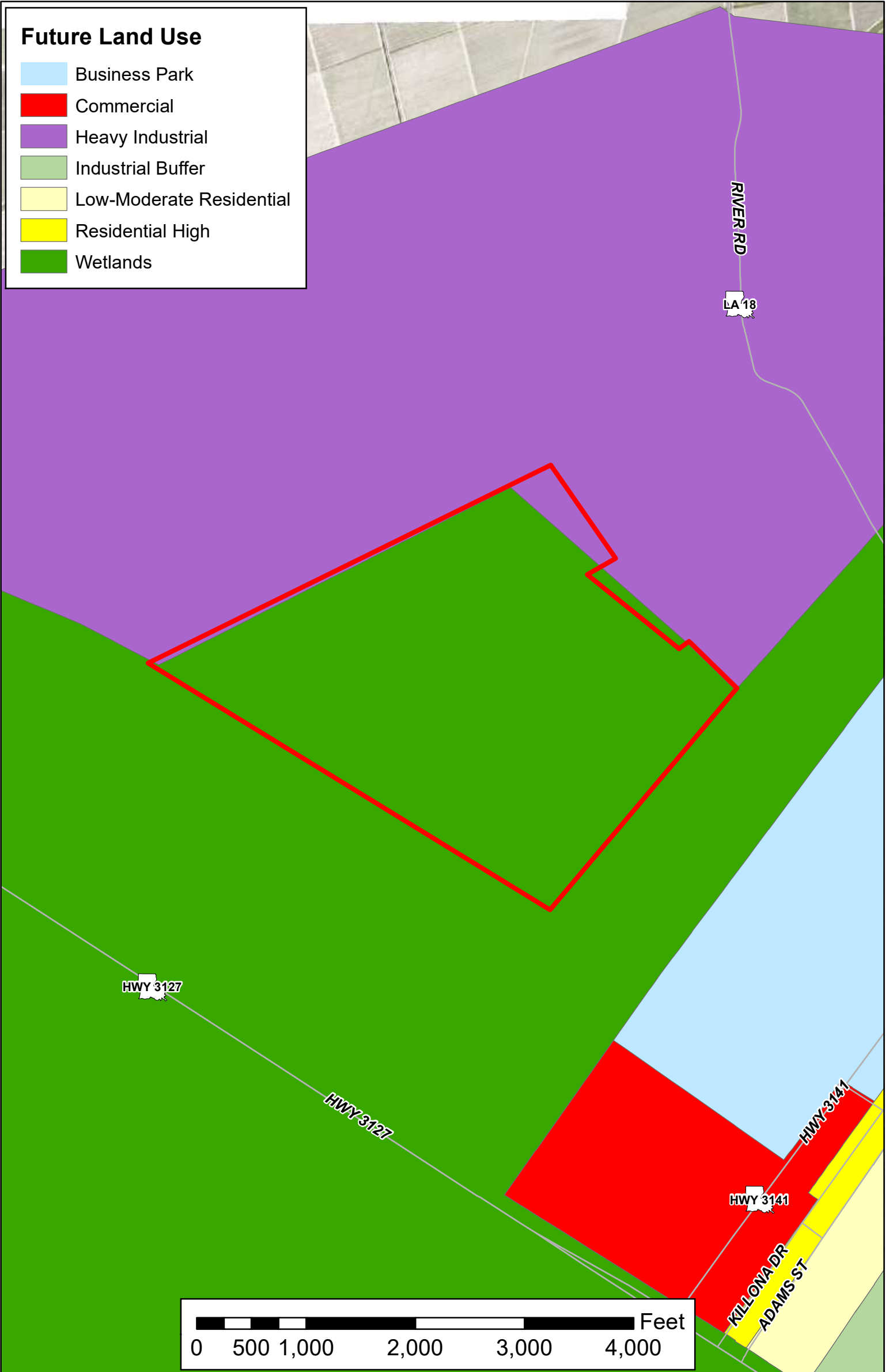
3 C RIVERSIDE PROPERTIES, LLC; O-L to M-2

N



Future Land Use

-  Business Park
-  Commercial
-  Heavy Industrial
-  Industrial Buffer
-  Low-Moderate Residential
-  Residential High
-  Wetlands





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

Permit/Case #:	<u>2023-15-R</u>
Receipt #:	<u>12876060</u>
Application Date:	_____
Zoning District:	_____
FLUM Designation:	_____
Date Posted:	_____

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

Fee: \$40 - \$200

Applicant: 3 C Riverside Properties, LLC

Home address: N/A

Mailing address (if different): 1249 Lincoya Drive, Vestavia Hills, AL 352169

Phone #: 901-848-7941 Email: rcoleman3c@gmail.com

Property owner: 3C Riverside Properties, LLC

Municipal address of property: None

Lot, block, subdivision: Sections 52-56, T12S, R19E

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

Future Land Use designation of the property: Wetlands though not delineated by U.S. Corp of Engineers as wetlands (A fact sheet on Future Land Use designations is available at the Planning and Zoning Department).

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

Describe how you plan to use the property if the rezoning is granted: The property will be marketed for industrial uses and developments in the same manner as the abutting property currently zoned M-2 pursuant to the same comprehensive development strategy being pursued before the property was rezoned to OL.

What types of activities occur on adjacent properties today? How is your proposed use compatible with the neighborhood? The adjacent properties are currently vacant but are currently being marketed for industrial developments permitted within a M-2 zoning classification; which will be compatible with the intended development of the subject property.

Is there something about the property or the surrounding neighborhood that make the rezoning necessary? The property was only zoned OL to permit mining of fill material for levee restoration projects. As these projects have all been completed, the property needs to be rezoned M-2 to remain compatible with the adjoining zoning classification of M-2.

How does your proposed use of the property comply with the Future Land Use designation for the property? While the Future Land Use Plan designates the property as wetlands, page 47 of the plan states Killona is anticipated to be primarily heavy industrial with some commercial and institutional land uses in the future.

If the property is rezoned, but your project does not develop, explain how other uses allowed in the new zoning district are compatible with the existing neighborhood? A list of allowed uses is available at the Planning and Zoning Department. Because the adjoining property is currently zoned M-2, if the subject property is rezoned M-2, all future development on the subject property will be compatible with the zoning classification of the adjoining properties.



St. Charles Parish

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

Legislation Details

File #: 2023-0318 **Version:** 1 **Name:** Rescind Ord. No. 90-12-16, approved & authorized the adjust. of annual compensation of the Parish President of SCP, and Ord. No. 98-11-1, approved & authorized the adjust. of annual compensation of the members of the SCP Council effective January 10, 2000

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

File created: 11/20/2023 **In control:** Parish Council

On agenda: 11/20/2023 **Final action:**

Enactment date: **Yes**

Title: An ordinance to rescind Ordinance No. 90-12-16, which approved and authorized the adjustment of the annual compensation of the Parish President of St. Charles Parish, and Ordinance No. 98-11-1, which approved and authorized the adjustment of the annual compensation of the members of the St. Charles Parish Council effective January 10, 2000.

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

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
11/20/2023	1	Council Member(s)	Introduced	



St. Charles Parish

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

Legislation Details

File #: 2023-0319 **Version:** 1 **Name:** Amendment No. 1 to Ordinance No. 22-4-2 which approved a Professional Services Agreement with Stuart Consulting Group, Inc., for the Ormond Center Drainage Improvements (Project No. P190505)

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

File created: 11/20/2023 **In control:** Parish Council

On agenda: 11/20/2023 **Final action:**

Enactment date: **Yes**

Title: An ordinance approving and authorizing the execution of Amendment No. 1 to Ordinance No. 22-4-2 which approved a Professional Services Agreement with Stuart Consulting Group, Inc., for the Ormond Center Drainage Improvements (Project No. P190505), in the not to exceed amount of \$171,763.00.

Sponsors: Matthew Jewell, Department of Public Works

Indexes:

Code sections:

Attachments: [2023-0319 190505 - Amendment No. 1 - Edits](#)
[2023-0319 Attachment C-1](#)
[2023-0319 2023-10-05 Corp Resolution Contracts](#)

Date	Ver.	Action By	Action	Result
11/20/2023	1	Parish President	Introduced	

**AMENDMENT NO. 1
TO
PROFESSIONAL SERVICES AGREEMENT
FOR ORMOND CENTER DRAINAGE
IMPROVEMENTS**

THIS AMENDMENT NO. 1 is made and entered into on this ____ day of _____, 2023;

BY AND BETWEEN:

ST. CHARLES PARISH, represented herein by its duly authorized Parish President, Matthew Jewell, (hereafter sometimes referred to as “OWNER”), and

STUART CONSULTING GROUP, INC., represented herein by Thomas J. Martin, Jr., P.E., duly authorized by Corporate Resolution attached hereto (hereafter sometimes referred to as “ENGINEER”):

WHEREAS, On April 4, 2022 the St. Charles Parish Council adopted Ordinance No. 22-4-2 to authorize an Agreement between St. Charles Parish and Stuart Consulting Group, Inc. for the preliminary design of the Ormond Center Drainage Improvements (Parish Project No. P190505), in the not to exceed amount of \$81,246.00; and,

WHEREAS, the original scope of the project consisted of rerouting the interior drainage, that ran through Ormond Center, to the western boundary of the development, and removal and replacement of the weir located within Cypress Lakes Golf Course; and,

WHEREAS, during preliminary design, a structural failure occurred beneath Ormond Center Court, the main road through the Ormond Center development, causing for a redesign of the drainage system to stay in the existing location but simply upsize and replace for proper drainage conveyance; and,

WHEREAS, St. Charles Parish has requested Stuart Consulting Group, Inc. move forward with Final Design, Bidding and Construction of this project; and,

WHEREAS, St. Charles Parish and Stuart Consulting Group, Inc. have mutually agreed upon a not-to-exceed fee of \$171,763.00 to complete the work, increasing the overall contract value to \$253,009.00.

ATTACHMENT “A” PROJECT SCOPE

Add the verbiage below to the existing Attachment “A”.

The scope of the project has been changed to removing and replacing the existing drainage within the 30’ servitude that runs from south to north through the middle of the Ormond Center development. The ENGINEER shall move forward with the revised scope and complete Final Design, Bidding and Construction phases of the project.

ATTACHMENT "C" PROJECT COMPENSATION

Delete entire Attachment "C" and replace with the attached.

THUS DONE AND SIGNED in the presence of the undersigned competent witnesses, on this _____ day of _____, 2023.

Witnesses:

ST. CHARLES PARISH

By: _____

Matthew Jewell
Parish President

Date: _____

STUART CONSULTING GROUP, INC.

By: _____

Thomas J. Martin, Jr., P.E.
President/Director

Date: _____

**ATTACHMENT “C”
PROJECT COMPENSATION**

ORMOND CENTER DRAINAGE IMPROVEMENTS
Project No. (P190505)

ENGINEER previously completed a Preliminary Design Report for the initial scope of work routing the drainage to the west of the existing development. A portion of this work was applicable to continue design for the new scope of work as it included overall hydraulic calculations for the area. The new scope includes removal and replacement of the existing drainage within the 30’ servitude that lies within the development, and all supporting construction work such as removal and replacement of concrete pavement, connecting all existing drainage features, etc.

OWNER shall pay ENGINEER 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 is estimated to be \$221,684.00 based on the following estimated distribution of compensation:
 1. Preliminary Design Phase (25%) \$55,421.00 as broken down below (previously completed)
 - 1) Site 1 – Ormond Center: \$36,110.00
 - 2) Site 2 – Cypress Lakes South Weir: \$19,311.00
 2. Final Design Phase (45%) \$99,757.80
 3. Bid Phase (5%) \$11,084.20
 4. Construction Phase (25%) \$55,421.00
- b. ENGINEER 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.
- c. The amounts billed for ENGINEER’s services under Attachment A will be based on the cumulative hours charged to the Project during the billing period by each class of ENGINEER’s employees times Standard Hourly Rates for each applicable billing class, plus ENGINEER’s CONSULTANT’s charges.
- d. The Standard Hourly Rates charged by ENGINEER constitute full and complete compensation for ENGINEER’s services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include ENGINEER’s CONSULTANT’s charges.
- e. ENGINEER’s Standard Hourly Rates are attached to this Agreement as Attachment C-1.

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

- a. Surveying: \$25,825.00 as broken down below (previously completed)
 1. Site 1 – Ormond Center: \$22,885.00
 2. Site 2 – Cypress Lakes South Weir: \$2,940.00
- b. Geotechnical Investigation: \$5,500.00
- c. Permitting: TBD if deemed necessary

OWNER shall pay ENGINEER for Resident Project Representative Basic Services as follows:

1. Resident Project Representative Services: For services of ENGINEER's Resident Project Representative, if requested, as outlined in Part 2.C of Attachment A, a total amount of TBD, at the hourly rate as listed in Appendix A.
2. Resident Project Representative Schedule: The Hourly Rate amount set forth above is based on full-time RPR services on an eight-hour workday Monday through Friday over a TBD Day construction schedule

Attachment C-1

Stuart Consulting Group, Inc.

Standard Rates (2021)

Classification	Rate
Accountant	\$ 178.00
Administrator	\$ 103.00
Administrative Assistant	\$ 66.00
Assistant Project Manager	\$ 134.00
CAD Designer	\$ 110.00
Construction Manager	\$ 114.00
Construction Representative	\$ 89.00
Debris Monitor	\$ 64.00
Debris Program Manager	\$ 121.00
Document Control Specialist	\$ 118.00
Drafter	\$ 94.00
Engineer I (EI)	\$ 120.00
Engineer II (EI)	\$ 131.00
Engineer III (EI)	\$ 146.00
Engineer IV (Project Engineer)	\$ 178.00
Engineer V (Senior Engineer)	\$ 211.00
Engineer VI (Principal Engineer)	\$ 257.00
Engineer VII (VP)	\$ 281.00
Engineer VIII (P)	\$ 365.00
GIS Analyst	\$ 117.00
Grant Specialist	\$ 154.00
Intern	\$ 61.00
IT Technician	\$ 150.00
Mitigation Specialist	\$ 182.00
Operations Manager	\$ 79.00
Principal	\$ 358.00
Program Manager	\$ 229.00
Project Manager	\$ 209.00
Resident Inspector	\$ 83.00
Senior CAD Designer	\$ 149.00
Senior Construction Manager	\$ 160.00
Senior GIS Analyst	\$ 156.00
Senior Program Manager	\$ 264.00
Senior Project Manager	\$ 244.00
Senior Resident Inspector	\$ 94.00
Senior Surveyor	\$ 150.00
Surveyor	\$ 130.00

CORPORATE RESOLUTION
BOARD OF DIRECTORS
OF
STUART CONSULTING GROUP, INC.

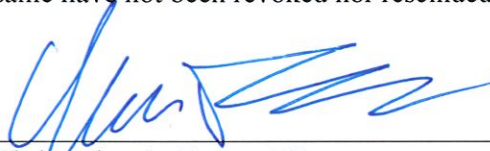
EXCERPT from the Minutes of the Board of Directors Meeting of Stuart Consulting Group, Inc.

AT THE QUARTERLY MEETING of the Board of Directors of Stuart Consulting Group, Inc., duly called to order and held on October 5, 2023, a quorum being there present, on motion duly made by Martin and seconded by Fenner (3 YEAS, 0 NAYS);

IT WAS RESOLVED THAT: Thomas J. Martin, Jr., PE – President/Director and Christopher Fenner, PE – Vice President/Secretary are appointed, constituted and designated as AGENTS of the Corporation with full power and authority to act on behalf of this Corporation in all negotiations, proposal concerns, and transactions within the **State of Louisiana** for any and all contracts, task orders, or work assignments. This Corporation hereby ratifying, approving, confirming and accepting each and every such act performed by said AGENT.

IT WAS ALSO RESOLVED THAT: Martin J. Cristofaro, PE – Vice President and Christopher A. Fenner, PE – Vice President/Secretary are appointed, constituted and designated as AGENTS of the Corporation with full power and authority to act on behalf of this Corporation in all negotiations, proposal concerns, and transactions within the **State of Texas** for any and all contracts, task orders, or work assignments. This Corporation hereby ratifying, approving, confirming and accepting each and every such act performed by said AGENT.

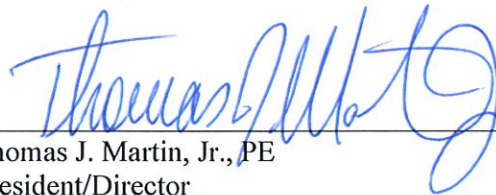
I hereby certify the foregoing to be a true and correct copy of an excerpt of the minutes of the above dated meeting of the Board of Directors for said Corporation and the same have not been revoked nor rescinded.



Christopher A. Fenner, PE
Vice President/Secretary

Date: October 5, 2023

Witnessed by:



Thomas J. Martin, Jr., PE
President/Director

Date: October 5, 2023



St. Charles Parish

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

Legislation Details

File #: 2023-0301 **Version:** 1 **Name:** Amendment No. 1 to a Professional Services Agreement with Ardaman & Associates, Inc. for the Evangeline Road & CN Railroad Box Culvert (Project No. P210701)

Type: Ordinance **Status:** Public Hearing

File created: 11/6/2023 **In control:** Parish Council

On agenda: 11/20/2023 **Final action:**

Enactment date: **Yes**

Title: An ordinance approving and authorizing the execution of Amendment No. 1 to a Professional Services Agreement with Ardaman & Associates, Inc. for the Evangeline Road & CN Railroad Box Culvert (Project No. P210701), in the amount of 8,500.00.

Sponsors: Matthew Jewell, Department of Public Works

Indexes:

Code sections:

Attachments: [2023-0301 Amendment Template](#)
[2023-0301 AAI 20231024 Sec Cert St Charles Parish LA \(Jewell\)](#)
[2023-0301 P210701-2022.09.14-Professional Services Agreement](#)

Date	Ver.	Action By	Action	Result
11/6/2023	1	Parish Council		
11/6/2023	1	Parish President	Introduced	

**AMENDMENT NO. 1
TO
PROFESSIONAL SERVICES AGREEMENT
FOR EVANGELINE ROAD & CN
RAILROAD BOX CULVERT**

THIS AMENDMENT NO. 1 is made and entered into on this ____ day of _____, 2023;

BY AND BETWEEN:

ST. CHARLES PARISH, represented herein by its duly authorized Parish President, Matthew Jewell, (hereafter sometimes referred to as “OWNER”), and

ARDAMAN & ASSOCIATES, INC., represented herein by Robert E. Jewell, P.E., duly authorized by Corporate Resolution attached hereto (hereafter sometimes referred to as “CONSULTANT”):

WHEREAS, On August 18, 2022, St. Charles Parish entered into an Agreement with Ardaman & Associates, Inc. for the geotechnical investigation evaluation of the Evangeline Road & CN Railroad Box Culvert project (Parish Project No. P210701), for a lump sum amount of \$16,500.00, which is attached hereto and made a part of; and,

WHEREAS, St. Charles Parish requested Ardaman & Associates, Inc. complete the additional geotechnical work as required by the Canadian National (CN) Railroad, due to the construction scope of work falling within the Zone of Influence and requiring shoring design prior to construction commencement; and,

WHEREAS, St. Charles Parish and Ardaman & Associates, Inc. have mutually agreed upon a lump sum fee of \$8,500.00 to complete the work, bringing the total contract value to \$25,000.00.

ATTACHMENT “A” PROJECT SCOPE

Add the verbiage below to the existing Attachment “A”.

The supplemental geotechnical investigation will contain recommendations pertinent to:

- Temporary retaining wall-type structures recommendations including settlement;
- Steel sheet pile recommendations;
- Parameters required to design the required shoring per CN Railroad requirements; and
- Slope stability analysis for the proposed excavation.

ATTACHMENT “C” PROJECT COMPENSATION

Delete entire Attachment “C” and replace with the attached.

THUS DONE AND SIGNED in the presence of the undersigned competent witnesses, on this _____ day of _____, 2023.

Witnesses:

ST. CHARLES PARISH

By: _____
Matthew Jewell
Parish President

Date: _____

ARDAMAN & ASSOCIATES, INC.

By: _____
Robert E. Jewell, P.E.
Project Engineer/Branch Manager

Date: _____

**ATTACHMENT “C”
PROJECT COMPENSATION**

EVANGELINE ROAD & CN RAILROAD BOX CULVERT
Project No. (P210701)

OWNER shall pay CONSULTANT on a Lump Sum basis for Geotechnical Services set forth in Attachment A as follows:

- a. The total compensation for geotechnical services as described in Attachment A is estimated to be \$25,000.00, \$16,500.00 of which has already been expended for the Geotechnical Report completed by Ardaman & Associates, Inc. dated March 8, 2023.



Ardaman & Associates, Inc.

Geotechnical, Environmental and
Materials Consultants

CERTIFICATE

ARDAMAN & ASSOCIATES, INC.

To the State of Louisiana, Department of Transportation:

I hereby certify to you that I am the duly elected and qualified Secretary of Ardaman & Associates, Inc., a Florida corporation (the "Company"), and that, as such, I am authorized to execute this Certificate on behalf of the Company. I further certify to you on behalf of the Company that:

Robert E. Jewell, Vice President of the Company, is authorized and empowered, in accordance with the policies and procedures of the Company's parent corporation, to execute on behalf of the Company Amendment No. 1 to Professional Services Agreement for Evangeline Road & Cn Railroad Box Culvert (Parish Project No. P210701), dated August 18, 2022, by and between St. Charles Parish and the Company.

IN WITNESS WHEREOF, I have hereunto set my hand as of this 24th day of October, 2023.

Preston Hopson
Secretary

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and effective as of the 18th day of August, 2022 by and between ST. CHARLES PARISH acting herein by and through its President, who is duly authorized to act on behalf of said Parish, hereinafter called the OWNER, and ARDAMAN & ASSOCIATES, INC., a corporation and/or limited liability company acting herein by and through its Contracting Officer, hereinafter called CONSULTANT, duly authorized by corporate resolution or certificate of authority attached hereto and made a part hereof. Whereas the Owner desires to employ a professional consulting firm to perform consulting work and services for EVANGELINE ROAD & CN RAILROAD BOX CULVERT Project No. P210701 as described in Ordinance No. _____ 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 all necessary professional services in connection with the project as defined as follows:

EVANGELINE ROAD & CN RAILROAD BOX CULVERT
Project No. P210701

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

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

3.0 SERVICES OF CONSULTANT

- 3.1 Consultant shall provide Owner professional work and services in all phases of the Project to which this Agreement applies and as hereinafter provided to properly plan and execute the work on the project(s) assigned to the Consultant. These services may include but may not be limited to serving as Owner's professional consulting representative for the Project, providing professional consultation and advice, and furnishing customary civil, surveying, geotechnical, structural, mechanical, electrical, instrumentation and control consulting services and construction consulting and inspection.
- 3.2 Services provided by the Consultant shall be performed in accordance with generally accepted professional consulting practice at the time and the place where the services are rendered.
- 3.3 Consultant shall obtain from Owner authorization to proceed in writing for each phase of the Project.
- 3.4 Consultant shall provide minutes of all meetings with St. Charles Parish regarding any phase of the Project.
- 3.5 Consultant shall provide work and services to complete the project, including all necessary services described herein or usually implied as a prerequisite for the performance of the services whether or not specifically mentioned in this agreement, including attendance by the Consultant at project conferences and public hearings.
- 3.6 The Phases of the Project are as defined in Attachment "A".

4.0 OWNERSHIP OF DOCUMENTS

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

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

5.0 SUPPLEMENTARY SERVICES

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

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

Such supplementary services may include the following:

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

6.0 DEFECTIVE WORK

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

7.0 NOTICE TO PROCEED

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

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

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

8.0 PAYMENTS

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

13.0 INDEMNIFICATION

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

14.0 WARRANTY

- 14.1 Consultant warrants that it will perform its design services with the degree of skill and to the standard of care required of the consulting profession to meet all Federal, State and Local requirements.
- 14.2 If Consulting Services for project 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 comply with 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:

Juniper Cuzp

Billy Raymond

WITNESSES:

Scott David

Jk

ST. CHARLES PARISH

Matthew Jewell

By: Matthew Jewell
Parish President

8-18-22
Date:

ARDAMAN & ASSOCIATES, INC.

Robert E. Jewell
By: Robert E. Jewell, P.E.
Project Engineer/Branch Manager

9/8/22
Date:

ATTACHMENT "A"
PROJECT SCOPE

EVANGELINE ROAD & CN RAILROAD BOX CULVERT
Project No. (P210701)

The Scope of Work is as follows:

The scope of work includes installation of 10'x5' precast concrete box culverts on both the north and south side of Canadian National (CN) Railroad at Evangeline Road in Montz, to improve drainage within the watershed. A geotechnical investigation is required to provide specific foundation recommendations for the box culvert installation.

GEOTECHNICAL INVESTIGATION

A Licensed Louisiana Geotechnical firm shall complete the work as outlined below after completing a LA One Call. The geotechnical investigation purpose is to determine the properties of the soil in the project area. The geotechnical investigation shall include the following elements:

1. (2) two undisturbed soil borings located within proximity to the project location, one on the north side of the tracks and one on the south side of the tracks
2. The borings are to be classified and analyzed as necessary in accordance with accepted industry practices for foundation design
3. Subsurface exploration data to include soil profile, exploration logs, lab or in-situ test results, and ground water conditions
4. Engineering recommendations for design such as bedding thickness, shoring requirements, etc. and recommendations to be project specific
5. The boreholes are to be backfilled and road surfaces patched in accordance with DOTD requirements (Purple book or later).

ATTACHMENT "B"
PROJECT SCHEDULE

EVANGELINE ROAD & CN RAILROAD BOX CULVERT
Project No. (P210701)

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>
Geotechnical Investigation	45

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, and the rates and amounts of CONSULTANT's compensation, 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”
PROJECT COMPENSATION**

EVANGELINE ROAD & CN RAILROAD BOX CULVERT
Project No. (P210701)

OWNER shall pay CONSULTANT on a Lump Sum basis for Geotechnical Services set forth in Attachment A as follows:

- a. The total compensation for geotechnical services as described in Attachment A is estimated to be \$16,500.00.



St. Charles Parish

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

Legislation Details

File #: 2023-0307 **Version:** 1 **Name:** C.O. No. 1 for Road Maintenance 2022-23 (Project No. P220501), to increase the contract amount by \$1,012,969.06 and increase the contract time by forty five (45) days

Type: Ordinance **Status:** Public Hearing

File created: 11/6/2023 **In control:** Parish Council

On agenda: 11/20/2023 **Final action:**

Enactment date: **Yes**

Title: An ordinance approving and authorizing the execution of Change Order No. 1 for Road Maintenance 2022-23 (Project No. P220501), to increase the contract amount by \$1,012,969.06 and increase the contract time by forty five (45) days.

Sponsors: Matthew Jewell, Department of Public Works

Indexes:

Code sections:

Attachments: [2023-0307 CHange order take two](#)

Date	Ver.	Action By	Action	Result
11/6/2023	1	Parish Council		
11/6/2023	1	Parish President	Introduced	

SECTION 00806

CHANGE ORDER

No. 1

DATE OF ISSUANCE 10/25/2023

EFFECTIVE DATE _____

OWNER St. Charles Parish

CONTRACTOR Barriere Construction, LLC

Contract: Road Maintenance 2022-23

Project:

OWNER's Contract No. P220501

ENGINEER's Contract No. 22R00001.000

ENGINEER Digital Engineering and Imaging, Inc.

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

Description:

1. Delete the Following Work Items:

- a. Contract Item 122: *Railroad Pavement Markings*
Base Bid- Delete item in its entirety. (-\$4,800.00)
Alt. 1- Delete item in its entirety. (-\$1,200.00)

Total of Deducted Items = (-\$6,000.00)

2. Revise the Following Work Item Quantities:

- a. Contract Item 010: *Temporary Construction Signs and Barricades*
Alt. 2- 1 LS quantity is to be added to project. (+\$5,000.00)
- b. Contract Item 020: *Cold Plane (2" Thick)*
Base Bid- The quantity is to be increased by 1,302 SY. (+\$3,450.30)
Alt. 1- The quantity is to be increased by 3,613 SY. (+\$9,574.45)
Alt. 2- 35,874 SY quantity is to be added to project. (+\$95,066.10)
- c. Contract Item 030: *Asphalt Pavement Overlay*
Base Bid- The quantity is to be increased by 1,302 SY. (+\$23,826.60)
Alt. 1- The quantity is to be increased by 3,613 SY. (+\$66,117.90)
Alt. 2- 36,457 SY quantity is to be added to project. (+\$667,163.10)
- d. Contract Item 040: *Asphalt Patching (6" Thick)*
Base Bid- The quantity is to be decreased by 642 TON at the unit price of \$155.15/TON (-\$99,606.30) and increased by 121.8 TON at the unit price of \$370.00/TON (+\$45,066.00). The quantity overall decreased by 520.2 TON (-\$54,540.30).
Alt. 1- The quantity is to be decreased by 59.6 TON at the unit price of \$155.15/TON (-\$9,246.94) and increased by 44.9 TON at the unit price of \$370.00/TON (+\$16,613.00). The quantity overall decreased by 14.7 TON, however, the price increased by (+\$7,366.06).
Alt. 2- 340.6 TON quantity is to be added to project. (+\$126,022.00)
- e. Contract Item 050: *Class II Base Course*
Base Bid- The quantity is to be decreased by 324.4 TON at the unit price of \$10/TON (-\$3,244.00) and increased by 61.3 TON at the unit price of \$250.00/TON (+\$15,325.00). The quantity overall decreased by 263.1 TON, however, the price increased by (+\$12,081.00).
Alt. 1- The quantity is to be decreased by 30 TON at the unit price of \$10/TON (-\$300.00) and increased by 22.6 TON at the unit price of \$250.00/TON (+\$5,650.00). The quantity overall decreased by 7.4 TON, however, the price increased by (+\$5,350.00).

- Alt. 2- 171.9 CY quantity is to be added to project. (+\$42,975.00)
- f. Contract Item 080: *Adjustment of Manholes*
 Base Bid- The quantity is to be increased by 2 EA. (+\$315.70)
 Alt. 1- The quantity is to be increased by 1 EA. (+\$157.85)
 Alt. 2- 13 EA quantity is to be added to project. (+\$2,052.05)
- g. Contract Item 081: *Adjustment of Drainage Structures*
 Base Bid- The quantity is to be decreased by 2 EA. (-\$5,800.00)
- h. Contract Item 082: *Adjustment of Water Valves*
 Base Bid- The quantity is to be decreased by 1 EA. (-\$500.00)
 Alt. 1- The quantity is to increase by 1 EA. (+\$500.00)
 Alt. 2- 2 EA quantity is to be added to project. (+\$1,000.00)
- i. Contract Item 090: *Shoulder Material (Stone Fill)*
 Base Bid- The quantity is to be decreased by 4,018 LF. (-\$18,683.70)
 Alt. 1- The quantity is to be decreased by 435 LF. (-\$2,022.75)
- j. Contract Item 091: *Shoulder Material (Reclaimed Asphalt Pavement)*
 Base Bid- The quantity is to be decreased by 3,588 LF. (-\$16,684.20)
 Alt. 1- The quantity is to be decreased by 286 LF. (-\$1,329.90)
 Alt. 2- 935 LF quantity is to be added to project. (+\$4,347.75)
- k. Contract Item 092: *Shoulder Material (Earthen)*
 Base Bid- The quantity is to be decreased by 4,018 LF. (-\$18,683.70)
 Alt. 1- The quantity is to be decreased by 435 LF. (-\$2,022.75)
- l. Contract Item 110: *Reflectorized Raised Pavement Markers (Blue)*
 Base Bid- The quantity is to be increased by 3 EA. (+\$54.00)
 Alt. 1- The quantity is to be increased by 3 EA. (+\$54.00)
 Alt. 2- 35 EA quantity is to be added to project. (+\$630.00)
- m. Contract Item 120: *Plastic Reflective Pavement Striping (4" Width)*
 Base Bid- The quantity is to be decreased by 0.300 MILE. (-\$2,400.00)
- n. Contract Item 121: *Plastic Reflective Pavement Striping (24" Width)*
 Base Bid- The quantity is to be decreased by 174.5 LF. (-\$3,315.50)
 Alt. 1- The quantity is to be decreased by 8.0 LF. (-\$152.00)
- o. Contract Item 130: *Mobilization/Demobilization*
 Alt. 2- 1 LS quantity is to be added to project. (+\$72,000)

Total of Change in Work Items Quantity = (+\$1,012,969.06)

Reason for Change Order:

1. Deleted Work Items
 - a. The streets that needed the railroad pavement markings item were removed from the project. The item is no longer needed because the current streets in the project don't have railroad crossings.
2. Revise Work Item Quantities
 - a. Base Bid and Alternative No. 1 work item changes were due to the removal of streets from the project. The removed streets include the following: Adams Street (1), Pirate Drive, Killona Drive (2), and North Oak Court. Pirate Drive was removed because it is a privately owned street. The others were removed because of work that is occurring in the area that would hinder the construction activities to maintain these roads. This work is proposed to be done in future Road Maintenance contracts. In the attempt to replace the costs removed from Base Bid and Alt. 1, eight (8) streets were added to Base Bid and two (2) were added to Alt. 1.
 - b. St. Charles Parish requested that Digital Engineering & Imaging, Inc. add approximately \$1 million of work to Road Maintenance 2022-23. Alternative No. 2 included the addition of 19 streets to the project causing an increase in work item quantities. This with the inclusion of the replacement streets in Base Bid and Alt. 1 provided a total contract price increase of approximately \$1 million.
 - c. Contract items Asphalt Patching (6" Thick) and Class II Base Course cost per item increased. The new streets are spread apart and have less patching quantity than the original contract. This difference required an increase in unit price from the original quantities.

- d. Because additional work will be added via this Change Order, the contractor will need an additional 45 days to complete the work.

Attachments:

1. The updated Quantities spreadsheet for the additional asphalt streets has been attached.

CHANGE IN CONTRACT PRICE:
Original Contract Price \$2,499,902.45
Net Increase (Decrease) from previous Change Orders No. ___ to ___: \$0.00
Contract Price prior to this Change Order: \$2,499,902.45
Net increase of this Change Order: \$1,012,969.06
Contract Price with all approved Change Orders: \$3,512,871.51

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: <u>90 days</u> Ready for final payment: _____ (days or dates)
Net change from previous Change Orders No. ___ to No. ___: Substantial Completion: _____ Ready for final payment: _____ (days)
Contract Times prior to this Change Order: Substantial Completion: <u>90 days</u> Ready for final payment: _____ (days or dates)
Net increase (decrease) this Change Order: Substantial Completion: <u>45 days</u> Ready for final payment: _____ (days)
Contract Times with all approved Change Orders: Substantial Completion: <u>135 days</u> Ready for final payment: _____ (days or dates)

RECOMMENDED:

By: Stephan B. Turner
ENGINEER (Authorized Signature)

APPROVED:

By: _____
OWNER (Authorized Signature)

ACCEPTED:

By: [Signature]
CONTRACTOR (Authorized Signature)

Date: 10/25/23

Date: _____

Date: 10/25/23

BASE BID - REPLACEMENT STREETS

DISTRICT	STREET	BOUNDARY	TOWNSHIP	010		020		030		040		050		070		080		081		082		090		091		092		110		120		121		122		130	
				TEMPORARY CONSTRUCTION SIGNS AND BARRICADES	LS	COLD PLANE (2" THICK)	SY	ASPHALT PAVEMENT OVERLAY	SY	ASPHALT PATCHING (6" THICK)	TON	CLASS II BASE COURSE	CY	RELOCATION OF INFRASTRUCTURE ITEMS	LS	ADJUSTMENT OF MANHOLES	EA	ADJUSTMENT OF DRAINAGE STRUCTURES	EA	ADJUSTMENT OF WATER VALVES	EA	SHOULDER MATERIAL (STONE FILL)	LF	SHOULDER MATERIAL (RECLAIMED ASPHALT PAVEMENT)	LF	SHOULDER MATERIAL (EARTHEN)	LF	REFLECTORIZED RAISED PAVEMENT MARKERS (BLUE)	EA	PLASTIC REFLECTIVE PAVEMENT STRIPING (4" WIDTH)	MILE	PLASTIC REFLECTIVE PAVEMENT STRIPING (24" WIDTH)	LF	RAILROAD PAVEMENT MARKING	EA	MOBILIZATION / DEMOBILIZATION	LS
1	GOURGUES ST.	RIVER RD. (W. BANK) - PLUM ST.	HANNVILLE	-	-	1866.00	SY	1866.00	8.7	4.0	-	-	1	0	0	0	0	0	0	0	0	0	0	49	0	0	0	0	0	0	0	0	0	0	0	-	
2	ST. PAUL ST. (2)	S. DESTREHAN - S. DESTREHAN	DESTREHAN	-	-	174.00	SY	174.00	0.0	0.0	-	-	0	0	0	0	0	0	0	0	0	0	6	0	0	0	0	0	0	0	0	0	0	0	0	-	
4	BAYOU ROAD	LA 631 (D.E.) - UP THE BAYOU RD.	DES ALLEMANS	-	-	595.00	SY	595.00	0.0	0.0	-	-	1	0	0	0	0	0	0	0	0	22	0	0	0	0	0	0	0	0	0	0	0	0	0	-	
4	EVANS ST.	WILLIAMS ST. - DEAD END	BOULTE	-	-	560.00	SY	560.00	16.1	8.1	-	-	0	0	0	0	0	0	0	0	16	0	0	14	0	0	0	0	0	0	0	0	0	0	0	-	
5	PONY LN. (2)	OPAL LN. - PALOMINO DR.	ST. ROSE	-	-	716.00	SY	716.00	0.0	0.0	-	-	0	0	0	0	0	0	0	0	14	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	
6	CLAYTON ST. (1)	FIRST ST. (1) (D.E.) - THIRD ST. (2)	NORCO	-	-	3613.00	SY	3613.00	38.0	19.2	-	-	0	0	0	0	0	0	0	0	99	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	
6	CLAYTON ST. (2)	THIRD ST. (4) - SIXTH ST. (1) (D.E.)	NORCO	-	-	6169.00	SY	6169.00	0.0	0.0	-	-	0	0	0	0	0	0	0	0	163	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	
6	ST. CHARLES ST. (4)	APPLE ST. - APPLE ST.	NORCO	-	-	2185.00	SY	2185.00	59.0	30.0	-	-	1	0	0	0	0	0	0	0	61	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	
	TOTALS			-	-	15,780		15,780	121.8	61.3	-	-	3	0	0	0	0	0	0	0	430	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	

ALTERNATE NO. 1 - REPLACEMENT STREETS

DISTRICT	STREET	BOUNDARY	TOWNSHIP	010		020		030		040		050		070		080		081		082		090		091		092		110		120		121		122		130	
				TEMPORARY CONSTRUCTION SIGNS AND BARRICADES	LS	COLD PLANE (2" THICK)	SY	ASPHALT PAVEMENT OVERLAY	SY	ASPHALT PATCHING (6" THICK)	TON	CLASS II BASE COURSE	CY	RELOCATION OF INFRASTRUCTURE ITEMS	LS	ADJUSTMENT OF MANHOLES	EA	ADJUSTMENT OF DRAINAGE STRUCTURES	EA	ADJUSTMENT OF WATER VALVES	EA	SHOULDER MATERIAL (STONE FILL)	LF	SHOULDER MATERIAL (RECLAIMED ASPHALT PAVEMENT)	LF	SHOULDER MATERIAL (EARTHEN)	LF	REFLECTORIZED RAISED PAVEMENT MARKERS (BLUE)	EA	PLASTIC REFLECTIVE PAVEMENT STRIPING (4" WIDTH)	MILE	PLASTIC REFLECTIVE PAVEMENT STRIPING (24" WIDTH)	LF	RAILROAD PAVEMENT MARKING	EA	MOBILIZATION / DEMOBILIZATION	LS
2	ELLINGTON AVE. (2)	5TH ST. (1) - RAILROAD	LULING	-	-	4142	SY	4142	20.2	10.2	-	-	1	0	0	0	0	0	0	0	104	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	
7	FERN DR.	OAK LN. - KELLOGG DR.	LULING	-	-	1993	SY	1993	24.7	12.4	-	-	1	0	0	0	0	0	0	0	45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	
	TOTALS			-	-	6,135		6,135	44.9	22.6	-	-	2	0	0	0	0	0	0	0	149	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	

ALTERNATE NO. 2 - ADDITIONAL ASPHALT

DISTRICT	STREET	BOUNDARY	TOWNSHIP	010		020		030		040		050		070		080		081		082		090		091		092		110		120		121		122		130	
				TEMPORARY CONSTRUCTION SIGNS AND BARRICADES	LS	COLD PLANE (2" THICK)	SY	ASPHALT PAVEMENT OVERLAY	SY	ASPHALT PATCHING (6" THICK)	TON	CLASS II BASE COURSE	CY	RELOCATION OF INFRASTRUCTURE ITEMS	LS	ADJUSTMENT OF MANHOLES	EA	ADJUSTMENT OF DRAINAGE STRUCTURES	EA	ADJUSTMENT OF WATER VALVES	EA	SHOULDER MATERIAL (STONE FILL)	LF	SHOULDER MATERIAL (RECLAIMED ASPHALT PAVEMENT)	LF	SHOULDER MATERIAL (EARTHEN)	LF	REFLECTORIZED RAISED PAVEMENT MARKERS (BLUE)	EA	PLASTIC REFLECTIVE PAVEMENT STRIPING (4" WIDTH)	MILE	PLASTIC REFLECTIVE PAVEMENT STRIPING (24" WIDTH)	LF	RAILROAD PAVEMENT MARKING	EA	MOBILIZATION / DEMOBILIZATION	LS
1	GENERAL TAYLOR DRIVE	UNION DR. - FASHION BLVD. S. (2)	HANNVILLE	-	-	2714	SY	2714	0.0	0.0	-	-	0	0	0	0	0	0	0	0	58	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	
1	PECAN ST.	DEAD END - (OAK ST. (1)) - DEAD END	HANNVILLE	-	-	967	SY	967	27.0	13.6	-	-	0	0	0	0	0	0	0	0	26	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	
1	ROSE ST.	DEAD END - (LOWE ST.) - DEAD END	HANNVILLE	-	-	1133	SY	1133	0.0	0.0	-	-	1	0	0	0	0	0	0	0	31	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	
1	SMITH ST.	RIVER RD. (W. BANK) - DEAD END	HANNVILLE	-	-	4994	SY	4994	15.8	8.0	-	-	2	0	0	0	0	0	0	0	125	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	
1	ST. FRANCIS ST. (1)	S. DESTREHAN - PARKING LOT	DESTREHAN	-	-	320	SY	320	0.0	0.0	-	-	0	0	0	0	0	0	0	0	9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	
2	3RD ST. (1)	PAUL MALLIARD RD. (LA 52) - SUGARHOUSE RD.	LULING	-	-	3110	SY	3110	28.5	13.4	-	-	0	0	0	0	0	0	0	0	78	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	
2	5TH ST. (1)	PAUL MALLIARD RD. (LA 52) - ELLINGTON AVE. (2)	LULING	-	-	794	SY	794	0.0	0.0	-	-	0	0	0	0	0	0	0	0	18	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	
3	RUTH ST. (1)	MURRAY HILL DR. - CONCRETE	DESTREHAN	-	-	350	SY	350	0.0	0.0	-	-	0	0	0	0	0	0	0	0	7	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	
4	BREEZEWAY ST.	MITCHELL LN. - DEAD END	DES ALLEMANS	-	-	475	SY	475	0.0	0.0	-	-	0	0	0	0	0	0	0	0	13	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	
4	COMMON ST.	EULA DR. - DEAD END	PARADIS	-	-	1409	SY	1409	28.5	13.4	-	-	0	0	0	0	0	0	0	0	36	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	
4	FIRST ST. (2)	LA 631 - DEAD END	BOULTE	-	-	613	SY	613	15.4	7.8	-	-	0	0	0	0	0	0	0	0	17	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	
4	MOTT ST.	US 90 - DEAD END	DES ALLEMANS	-	-	1084	SY	1084	25.7	12.9	-	-	0	0	0	0	0	0	0	0	35	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	
4	MAPLE ST. (2A)	SHARON AVE. - DEAD END	BOULTE	-	-	583	SY	583	0.0	0.0	-	-	0	0	0	0	0	0	0	0	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	
5	OPAL LN.	RIVER RD. (E. BANK) - PONY LN. (2)	ST. ROSE	-	-	919	SY	919	0.0	0.0	-	-	0	0	0	0	0	0	0	0	20	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	
6	SHORT ST. (4)	DIAMOND RD. - EAST ST.	NORCO	-	-	405	SY	405	0.0	0.0	-	-	1	0	0	0	0	0	0	0	12	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	
7	WEST B ST. (2)	SIXTH ST. (1) (D.E.) - FOURTH ST. (1) (D.E.)	NORCO	-	-	5856	SY	5856	53.6	27.0	-	-	0	0	0	0	0	0	0	0	165	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	
7	BLUOGG ST.	KELLOGG DR. - MONSANTO AVE. (2)	LULING	-	-	670	SY	670	0.0	0.0	-	-	0	0	0	0	0	0	0	0	14	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	
7	FAITH PL.	RIVER RIDGE DR. (1) - CUL-DE-SAC	BOULTE	-	-	1489	SY	1489	108.4	54.7	-	-	0	0	0	0	0	0	0	0	34	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	
7	RIVER OAKS DR. (3)	US 90 - DEAD END (END OF ASPHALT)	LULING	-	-	8632	SY	8632	41.7	21.1	-	-	0	0	0	0	0	0	0	0	229	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	
	TOTALS			1		35,874		35,457	340.6	171.9	-	-	0	0	0	0	0	0	0	0	935	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	

Maple Street (2A) overlay is estimated as two times the square yards of the area because two 2" lifts will be placed on the existing aggregate street. Barriera does not need to test the compaction, density, or depth of the existing aggregate on Maple Street (2A) that is being considered the base for the asphalt roadway that is proposed.

BASE BID - REMOVED STREETS

STREET	BOUNDARY	TOWNSHIP	010		020		030		040		050		070		080		081		082		090		091		092		110		120		121		122		130	
			TEMPORARY CONSTRUCTION SIGNS AND BARRICADES	LS	COLD PLANE (2" THICK)	SY	ASPHALT PAVEMENT OVERLAY	SY	ASPHALT PATCHING (6" THICK)	TON	CLASS II BASE COURSE	CY	RELOCATION OF INFRASTRUCTURE ITEMS	LS	ADJUSTMENT OF MANHOLES	EA	ADJUSTMENT OF DRAINAGE STRUCTURES	EA	ADJUSTMENT OF WATER VALVES	EA	SHOULDER MATERIAL (STONE FILL)	LF	SHOULDER MATERIAL (RECLAIMED ASPHALT PAVEMENT)	LF	SHOULDER MATERIAL (EARTHEN)	LF	REFLECTORIZED RAISED PAVEMENT MARKERS (BLUE)	EA	PLASTIC REFLECTIVE PAVEMENT STRIPING (4" WIDTH)	MILE	PLASTIC REFLECTIVE PAVEMENT STRIPING (24" WIDTH)	LF	RAILROAD PAVEMENT MARKING	EA	MOBILIZATION / DEMOBILIZATION	LS
30	ADAMS STREET (1																																			



St. Charles Parish

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

Legislation Details

File #: 2023-0308 **Version:** 1 **Name:** Contract w/ Industrial & Mechanical Contractors, Inc., for Eastbank Lift Station Rehabilitation (Project No. S211203), in the amount of \$1,587,000.00

Type: Ordinance **Status:** Public Hearing

File created: 11/6/2023 **In control:** Parish Council

On agenda: 11/20/2023 **Final action:**

Enactment date: **Yes**

Title: An ordinance approving and authorizing the execution of a Contract with Industrial & Mechanical Contractors, Inc., for Eastbank Lift Station Rehabilitation (Project No. S211203), in the amount of \$1,587,000.00.

Sponsors: Matthew Jewell, Department of Wastewater

Indexes:

Code sections:

Attachments: [2023-0308 Signed Contract](#)
[2023-0308 NOIA - EB Lift Station Rehabilitation -S211203](#)
[2023-0308 Corporate Resolution](#)
[2023-0308 Bid Tabulation - Stamped](#)
[2023-0308 Signed Bid Tab](#)

Date	Ver.	Action By	Action	Result
11/6/2023	1	Parish Council		
11/6/2023	1	Parish President	Introduced	

SECTION 00500

CONTRACT

This agreement entered into this _____ day of _____, 20____, by Industrial & Mechanical Contractors, Inc., hereinafter called the "Contractor", whose business address is 757 Central Ave., Jefferson, LA 70121, 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: Eastbank Lift Station Rehabilitation Project Number: S211203

1.02 The abovementioned work shall be completed in strict accordance with Contract Documents prepared by: Stuart Consulting Group, 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 April 19, 2023, 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: The scope at Wildcat Lift Station includes installation of a new wet well and valve pit with associated pumps, valves, piping, emergency pump out, and Owner provided control panel and starters with SCADA. The scope at East and Clayton Lift Station includes removal of the existing dry pit and replacement of existing pumps, piping valves, and control panel at the existing station. The new valve manifold is to be above ground atop a new concrete slab equipped with an emergency pump out.

ARTICLE 2

ENGINEER

- 2.01 The Project has been designed by Stuart Consulting Group, 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 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 (Five Hundred) dollars \$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) (\$1,587,000.00) One Million Five Hundred Eighty Seven Thousand and NO/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 One - 1 to One - 1 inclusive)
- h) Contract documents bearing the general title "Contract Documents and Specifications for SCP Project No. S211203 Eastbank Lift Station Rehabilitation" dated April 19, 2023.
- i) Drawings, consisting of a cover sheet dated) April 19, 2023 and the sheets listed on Drawing Title Sheet (T1); each sheet bearing the following general title:
Title Sheet; General Notes; Demolition Plan – Ormond at Wildcat; Demolition Plan – Clayton at 3rd; Demolition Plan – East St; Site Plan – Ormond at Wildcat; Site Plan – Clayton at 3rd; Site Plan – East St; Foundation Plan – Ormond at Wildcat; Mechanical Details – Ormond at Wildcat; Mechanical Details – Clayton at 3rd; Mechanical Details – East St; Miscellaneous Details; Miscellaneous Details; Existing Photos – Ormond at Wildcat; Existing Photos – Clayton at 3rd; Existing Photos – East St; Electrical Symbology and Abbreviations; Ormond at Wildcat - Demolition Plan - Electrical; Clayton at 3rd - Demolition Plan – Electrical; East St - Demolition Plan – Electrical; Ormond at Wildcat - Site Plan; Clayton at 3rd - Site Plan; East St - Site Plan; Lift Station Riser Diagrams; Electrical Panel Schedule; Motor Elementary Diagram – Wildcat Lane; Electrical Details – Grounding, Electrical Details – Panel Layout East Street; Electrical Details – Panel Layout Clayton Street; Electrical Details – Support Racks, Wildcat, East and Clayton Streets; Electrical Details – Power Terminal Strips, Grounding Lug, Float Switch, Duplex Controller; Electrical Details – Support Racks, Wildcat, East and Clayton Streets; Electrical Details – Support Racks, Wildcat, East and Clayton Streets.
- 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: _____

Title: _____

ATTEST:

By: _____

Title: _____

CONTRACTOR:

By: Harold Heidingsfelder
Harold Heidingsfelder

Title: President

ATTEST:

By: Seena M. Miller

Title: Administrative Assistant

END OF SECTION



ST. CHARLES PARISH

WASTEWATER

MATTHEW JEWELL
PARISH PRESIDENT

DAVID DEGENERES
DIRECTOR

NOTICE OF INTENT TO AWARD

October 11, 2023

TO: Industrial & Mechanical Contractors, Inc.
757 Central Ave
Jefferson, LA 70121
Attn: Mr. Harold Heidingsfelder, President

PROJECT NAME: Eastbank Lift Station Rehabilitation

PROJECT NO: S211203

To Whom It May Concern:

You are hereby notified that your bid dated October 10, 2023, for the above Project has been considered. You are the apparent Lowest Responsible Bidder and may be awarded the Contract once all the required documents have been received, reviewed, successfully voted by the St. Charles Parish Council, and executed by the St Charles Parish President.

The Contract Price of this award is One Million, Five Hundred Eighty-Seven Thousand, and No cents (\$1,587,000.00).

Deliver all documents to:

Engineer:

Chris Blazo, P. E.
Stuart Consulting Group, Inc
1018 Central Ave. Suite 200
Metairie, La. 70001

Deliver the following documents by October 20, 2023

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

Deliver the following documents by October 27, 2023

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

“Should any of the above described policies be canceled or changed by restricted amendment before the expiration date thereof, the issuing Company will give thirty (30) days written notice by registered mail, return receipt requested, to the below named certificate holder.”
5. Four (4) original Authorization Letters from the bonding Company(s), that are issuing the Performance and Payment Bonds to St. Charles Parish, authorizing the Parish to

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

6. Four (4) original Authorization Letters from the Contractor authorizing St. Charles Parish to date the contracts on behalf of the Parish at the time of execution of the contracts by St. Charles Parish.

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

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

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

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

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

If you have any questions, or if we can be of any further assistance, please do not hesitate to contact this office at 985-783-5100, Monday through Friday 8:30 am to 4:00 pm.



David deGeneres
Director of Wastewater

cc: *Michael Palamone - SCP CAO*
Miles Bingham, PE – SCP Director of Public Works/Waste Water
Nicole Whitney - SCP Public Works Accountant
Michelle Impastato – SCP Council Secretary
Chris Fenner, PE – Stuart Consulting Group, Inc.
Chris Blazo, PE - Stuart Consulting Group, Inc
File S211203

Industrial & Mechanical Contractors, Inc.

• P.O. BOX 10008 • 757 CENTRAL AVENUE •
• JEFFERSON, LOUISIANA 70181 •
• (504) 733-6266 FAX (504) 733-9144 •

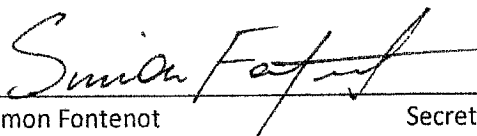
CORPORATE RESOLUTION

Excerpt from minutes of meeting of the Board of Directors of Industrial & Mechanical Contractors, Inc.

At the meeting of the Directors of Industrial & Mechanical Contractors, Inc., duly noticed and held on October 9, 2023, a quorum being there present, on motion duly made and seconded, it was:

Resolved that Harold Heidingsfelder, be and is hereby appointed, constituted and designated as agent and attorney-in-fact of the corporation with full power and authority to act on behalf of this corporation in all negotiations, bidding, concerns and transactions with the Parish of St. Charles, Eastbank Lift Station Rehabilitation, Project No. S211203 or any of its agencies, departments, employees or agents, including but not limited to, the execution of all bids, papers, documents, affidavits, bonds, sureties, contracts and acts and to receive all purchase orders and notices issued pursuant to the provisions of any such bid or contract, this corporation hereby ratifying, approving, confirming and accepting each and every such act performed by said agent and attorney-in-fact.

I hereby certify the foregoing to be a true and correct copy of an excerpt of the minutes of the above dated meeting of the Board of Directors of said corporation, and the same has not been revoked or rescinded.


Simon Fontenot Secretary-Treasurer

October 9, 2023

Date

Bid Tabulation Sheet

Project: Eastbank Lift Station Rehabilitation	Bid Opening Date: 10/10/2023
Owner: St Charles Parish - Department of Wastewater	Bid Opening Time: 10:00:00 AM
SCP Project No.: S211203	Bid Location: 15045 River Road, Courthouse 3rd Floor, Hahnville, Louisiana, 70057
Engineer: Stuart Consulting Group, Inc.	
SCG Project No.: S017-21-01	

Bid Quantities		Industrial & Mechanical Contractors, inc.			
Ref No.	Description	Unit of Measure	Quantity	Unit Price	Unit Price Extension
1	Mobilization	LS	1	\$ 66,000.00	\$ 66,000.00
2	Temporary Traffic Control	LS	1	\$ 17,000.00	\$ 17,000.00
3	By-Pass Pumping	LS	1	\$ 218,000.00	\$ 218,000.00
4	Wildcat Lane Lift Station	LS	1	\$ 872,000.00	\$ 872,000.00
5	Clayton St Lift Station	LS	1	\$ 203,000.00	\$ 203,000.00
6	East St Lift Station	LS	1	\$ 211,000.00	\$ 211,000.00
TOTAL BID AMOUNT				\$	1,587,000.00



Stuart Consulting Group, Inc.
1018 Central Ave., Suite 200
Metairie, LA 70001



St. Charles Parish

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

Legislation Details

File #: 2023-0309 **Version:** 1 **Name:** C.O. No.1 for the West Bank A Plant Filter Upgrade (WWKS 97), to increase the contract amount by \$14,539.95 and increase the contract time by 252 days
Type: Ordinance **Status:** Public Hearing
File created: 11/6/2023 **In control:** Parish Council
On agenda: 11/20/2023 **Final action:**
Enactment date: **Yes**

Title: An ordinance approving and authorizing the execution of Change Order No.1 for the West Bank A Plant Filter Upgrade (WWKS 97), to increase the contract amount by \$14,539.95 and increase the contract time by 252 days.

Sponsors: Matthew Jewell, Department of Waterworks

Indexes:

Code sections:

Attachments: [2023-0309 C.O. West Bank A Plant Filter Upgrade](#)

Date	Ver.	Action By	Action	Result
11/6/2023	1	Parish Council		
11/6/2023	1	Parish President	Introduced	

SECTION 00806

CHANGE ORDER

No. 01

DATE OF ISSUANCE _____ EFFECTIVE DATE _____

OWNER: St. Charles Parish Waterworks
CONTRACTOR: Pintail Contracting Services, LLC
Contract: West Bank A Plant Filter Upgrade Project (WWKS 97)
Project: West Bank A Plant Filter Upgrade Project
OWNER's Contract No.: WWKS 97
ENGINEER's Contract No.: 4401
ENGINEER: Design Engineering, Inc.

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

Description:

1. Delete the Following Work Items:

- a. Delete Contract Item No. 01580-010: Project Identification Sign
Delete item in its entirety. (-\$1,500.00)

DESCRIPTION:	■ Base Bid or □ Alt.# ____		PROJECT IDENTIFICATION SIGN	
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
01580-010	1	EACH	\$1,500.00	\$1,500.00

Total of Deducted Items = (-\$1,500.00)

2. Add the Following Work Items:

- a. New Contract Item No. 02600-011: Removal of Asbestos Concrete Blocks
Addition of \$ 6,800.85 (L.S.). See attached backup for details.

DESCRIPTION:	■ Base Bid or □ Alt.# ____		REMOVAL OF ASBESTOS CONCRETE BLOCKS	
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
02600-011	1	LUMP	\$6,800.85	\$6,800.85

- b. New Contract Item No. 09096-026: Provide and Install Filter Tank Coating (ANSI/NSF-61 Compliant)
Addition of \$9,239.10. See attached backup for details.

DESCRIPTION:	■ Base Bid or □ Alt.# ____		PROVIDE AND INSTALL FILTER TANK COATING (ANSI/NSF-61 COMPLIANT)	
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
09096-026	1	LUMP	\$9,239.10	\$9,239.10

Total of Added Work Items = (+\$16,039.95)

3. Revise the Following Work Item Quantities:

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

Reason for Change Order:

1. Deleted Work Items

- a. The Project Identification Sign was not installed for this project. As such, this item is being removed from the project.

2. Add Work Items

- a. The Filter Upgrade Project requires the removal and replacement of the existing filter underdrain system in filter tanks 103 and 104 of the West Bank "A" Plant (Item No. 02600-010 "Removal of Filter Underdrain System").

During the removal of the existing filter underdrain system, the Contractor (Pintail Contracting Services, LLC) informed the St. Charles Parish Waterworks Department that part of the existing filter underdrain system in filter tanks 103 and 104 was comprised of asbestos concrete blocks similar to those found in previous St. Charles Parish filter upgrade projects.

The St. Charles Parish Waterworks Department and the Contractor have determined that this is an unforeseen condition not included in Item No. 02600-010 "Removal of Filter Underdrain System".

Contract item No. 02600-011 is being added to the project for an asbestos abatement subcontractor (Gill Industries, Ltd.) to remove and dispose of approximately twenty-four feet of asbestos concrete blocks from filter tanks 103 and 104, as well as to provide additional compensation for Contractor supervision of asbestos abatement subcontractor.

The Contractor is requesting to add ten (10) calendar days to the Contract Time associated with the removal and disposal of existing asbestos concrete block filter underdrain system.

- b. The West Bank A Plant Filter Upgrade Project requires that all materials in contact with the water supply meet ANSI/NSF 61 potable water requirements (Specification Section 02400, St. Charles Parish Department of Public Works Potable Water Specifications).

The concrete utilized in filter tanks 103 and 104 of the West Bank A Plant for the filter underdrain system (Item No. 11730-010 "Filter Underdrain System") does not meet ANSI/NSF 61 requirements.

In order to meet ANSI/NSF 61 requirements, the Contractor (Pintail Contracting Services, LLC) has requested to install a potable water tank lining over the concrete filter underdrain that meets ANSI/NSF 61 requirements (NovaGuard 840 two part epoxy coating).

Louisiana State Regulators have provided the St. Charles Parish Waterworks Department with guidance relative to the ANSI/NSF 61 standards. The Waterworks Department and the Contractor have determined that the filter tanks will be compliant with ANSI/NSF 61 standards if a suitable potable water tank lining is installed.

The St. Charles Parish Waterworks Department and the Contractor have determined that this is an unforeseen condition not included in Item No. 11730-010 "Filter Underdrain System".

Contract item No. 09096-026 is being added to the project for the Contractor to: provide an ANSI/NSF 61 compliant coating; sand/prepare concrete surfaces for coating installation in filter tanks 103 and 104; and install an ANSI/NSF 61 compliant coating in filter tanks 103 and 104. This item includes all labor, materials, equipment, tools, and incidentals required to install a potable water tank lining that meets ANSI/NSF 61 standards for potable water systems.

The Contractor is requesting to add forty-five (45) calendar days to the Contract Time associated with obtaining guidance from Louisiana State Regulators regarding ANSI/NSF 61 potable water

requirements; the complexity of finding a material that meets ANSI/NSF 61 potable water requirements; and the preparation/installation of an ANSI/NSF 61 compliant coating.

- c. The Contractor requested Substantial Completion as of April 21, 2023. As such, the Contractor is requesting to add one hundred and ninety-seven (197) calendar days to the Contract Time to account for delays associated with supply chain issues.

4. Revise Work Item Quantities

Attachments:

Pintail Contracting Services, LLC – Change Order Request Form, No. 1

St. Charles Parish – Statement regarding discovery of asbestos blocks

Gill Industries, Ltd. – Asbestos Removal Proposal/Final Paid Invoice

Pintail Contracting Services, LLC – Payroll Verification

Pintail Contracting Services, LLC – Change Order Request Form, No. 2

Pintail Contracting Services, LLC – Paid Invoice for NovaGuard 840 and Respirators

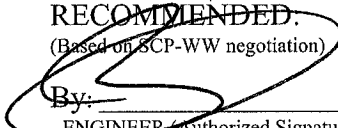
Pintail Contracting Services, LLC – Payroll Verification

St. Charles Parish – Certificate of Substantial Completion

CHANGE IN CONTRACT PRICE:
Original Contract Price \$394,304.00
Net Increase (Decrease) from previous Change Orders No. - to - : \$0.00
Contract Price prior to this Change Order: \$394,304.00
Net increase (decrease) of this Change Order: \$14,539.95
Contract Price with all approved Change Orders: \$408,843.95

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: 120 days Ready for final payment: August 16, 2022 (days or dates)
Net change from previous Change Orders No. - to No. - : Substantial Completion: 0 days Ready for final payment: August 16, 2022 (days)
Contract Times prior to this Change Order: Substantial Completion: 120 days Ready for final payment: August 16, 2022 (days or dates)
Net increase (decrease) this Change Order: Substantial Completion: 252 days Ready for final payment: April 25, 2023 (days)
Contract Times with all approved Change Orders: Substantial Completion: 372 days Ready for final payment: April 25, 2023 (days or dates)

RECOMMENDED:
(Based on SCP-WW negotiation)

By: 
ENGINEER (Authorized Signature)

Date: 10/23/23

APPROVED:

By: _____
OWNER (Authorized Signature)

Date: _____

ACCEPTED:

By: 
CONTRACTOR (Authorized Signature)

Date: 10/25/23

Work Change Directive Form

Project: Westbank Filter A Rehab

**Work Change
Directive Form** 1
Date

Owner: St. Charles Parish Waterworks

Submitted: May 18, 2022

Architect: Design Engineering, INC

Contractor: Pintail Contracting Services, LLC

Description of Work: Asbestos Removal

Asbestos containing materials were found in the bottom of filters 103 and 104. This is an unforeseen condition and not included in the base bid. This change order requests reflects the cost to hire a professional asbestos abatement contractor to complete the removal of debris.

Pintail Labor	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Supervisor	4	47.25	\$189.00
			\$0.00
			\$0.00
			\$0.00
		Total	\$189.00

Material/Vendor	<u>Unit</u>	<u>Cost</u>	<u>Total</u>
			\$0.00
			\$0.00
			\$0.00
		Total	\$0.00

Subcontractor			<u>Total</u>
Gill Industries, Ltd	1	5,985.00	\$5,985.00
	0	0.00	\$0.00
		Total	\$5,985.00

Job Subtotal **\$6,174.00**

Contractors Margin on Self Performed Work - 15%	\$28.35
Contractors Margin on Subcontractor Work - 10%	\$598.50

Total Change **\$6,800.85**

Total Contract Days Added to Project Schedule **10 Days**

Gill Industries, Ltd.

1718 Engineers Rd, Suite B
Belle Chasse, LA 70037

BILL TO
Pinson Contracting Services LLC Peyton Keller 13559 River Road Luling, LA 70070

Invoice

DATE	INVOICE #
6/2/2022	22N936-1

PROJECT		P.O. NO.	TERMS
LWSO Luling Water Works			Net 60
DESCRIPTION	QTY	RATE	AMOUNT
Assestment - Luling Water Works		5,985.00	5,985.00

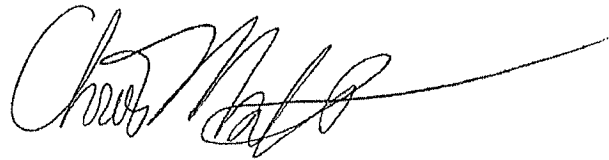
PAID

Please Remit Payment to:
Gill Industries, Ltd.
1718 Engineers Road
Suite B
Belle Chasse, LA 70037

Total	\$5,985.00
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Pintail Contracting Services, LLC
Job Costs Detail
All Transactions

Source Name	Type	Date	Num	Memo	Account	Amount
St Charles Parish Dept Of Waterworks						
West Bank A Plant Filter Upgrade						
Christopher R Matherene*	Check	11/10/2022	DD 10.31.22-11.6.22		66000 · Payroll Expenses	444.00
David Perry III *	Check	11/10/2022	DD 10.31.22-11.6.22		66000 · Payroll Expenses	695.68
Stuart L Rumby*	Check	11/10/2022	DD 10.31.22-11.6.22		66000 · Payroll Expenses	640.00
Adam Lorio*	Check	11/18/2022	DD 11.07.22-11.13.22		66000 · Payroll Expenses	378.00
Brady Young*	Check	11/18/2022	DD 11.07.22-11.13.22		66000 · Payroll Expenses	175.00
Christopher R Matherene*	Check	11/18/2022	DD 11.07.22-11.13.22		66000 · Payroll Expenses	499.50
Dane Wise*	Check	11/18/2022	DD 11.07.22-11.13.22		66000 · Payroll Expenses	711.00
David Perry III *	Check	11/18/2022	DD 11.07.22-11.13.22		66000 · Payroll Expenses	1,021.78
Quincy Simmons*	Check	11/18/2022	DD 11.07.22-11.13.22		66000 · Payroll Expenses	710.00
Rudy Friloux *	Check	11/18/2022	DD 11.07.22-11.13.22		66000 · Payroll Expenses	390.00
Stuart L Rumby*	Check	11/18/2022	DD 11.07.22-11.13.22		66000 · Payroll Expenses	1,040.00
Adam Lorio*	Check	11/25/2022	DD 11.14.22-11.20.22		66000 · Payroll Expenses	36.00
Christopher R Matherene*	Check	11/25/2022	DD 11.14.22-11.20.22		66000 · Payroll Expenses	111.00
David Perry III *	Check	11/25/2022	DD 11.14.22-11.20.22		66000 · Payroll Expenses	608.72
Quincy Simmons*	Check	11/25/2022	DD 11.14.22-11.20.22		66000 · Payroll Expenses	160.00
Rudy Friloux *	Check	11/25/2022	DD 11.14.22-11.20.22		66000 · Payroll Expenses	455.00
Stuart L Rumby*	Check	11/25/2022	DD 11.14.22-11.20.22		66000 · Payroll Expenses	560.00
						<u>8,835.68</u>
						<u>8,835.68</u>
						<u>8,835.68</u>



Work Change Directive Form

Project: Westbank Filter A

Owner: St. Charles Parish Waterworks

Work Change Directive Form 2
Date
Submitted: September 15, 2022

Architect: DEI
Contractor: Pintail Contracting Services, LLC

Description of Work: Provide and install Novaguard 840 epoxy coating for the floors in 2, 15'x12' filters. Sand and prep concrete for coating included. This product meets the NSF/ANSI 61 standard for potable water applications.

Pintail Labor	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
3 Men	120	31.50	\$3,780.00
Supervisor	24	47.25	\$1,134.00
			\$0.00
			\$0.00
Total			<u>\$4,914.00</u>

Material/Vendor	<u>Unit</u>	<u>Cost</u>	<u>Total</u>
Novaguard 840	4	680	\$2,720.00
Respirators	4	100	\$400.00
			\$0.00
Total			<u>\$3,120.00</u>

Subcontractor	<u>Total</u>
	\$0.00
	\$0.00
Total	<u>\$0.00</u>

Job Subtotal	<u>\$8,034.00</u>
Contractors Margin on Self Performed Work - 15%	\$ 1,205.10
Contractors Margin on Subcontractor Work - 10%	\$ -
Total Change	<u>\$9,239.10</u>
Total Contract Days Added to Project Schedule	<u>80 Days</u>



13559 River Road
Luling, LA 70030
Ph: 985-308-1002

Date: 09/05/23

West Bank A Plant Filter Upgrades

In regards to Change Order #2 for Project No. WWKS97 West Bank A Plant Filter Upgrades, Pintail Contracting Services, LLC purchased 4 kits of PPG Novaguard 840 last October to complete a Change Order directed by the Owner and Engineer of this project. Pintail purchased 1 kit at a price of \$764.39 on October 03, 2022 and purchased 3 additional kits on October 20, 2022 at a price of \$2,293.17 in order to complete the scope of work. Both receipts are attached to this letter as back up documentation.

Thank you,

Chris Matherne, Project Manager

A handwritten signature in black ink, appearing to read 'Chris Matherne', is written over the typed name.

504 PAINTS
1900 US 51 LAPLACE
LAPLACE, LA 70068
5047823431

Cashier: jessica r.
03-Oct-2022 7:01:30A

1 PPG Novaguard 840 \$1,049.99
5 G Kit
\$350.00 Off -\$350.00

Subtotal		\$699.99
sales tax	9.2%	\$64.40
Total		\$764.39

Online: <https://clover.com/r/N7DQQ8F2DJAG6>

Clover ID: N7DQQ8F2DJAG6

Clover Privacy Policy
<https://clover.com/privacy>

504 PAINTS
1900 US 51 LAPLACE
LAPLACE, LA 70068
5047823431

Cashier: jessica r.
20-Oct-2022 12:51:12P

3 PPG Novaguard 840 \$3,149.97
5 G Kit
\$350.00 Off -\$1,050.00

Subtotal		\$2,099.97
sales tax	9.2%	\$193.20
Total		\$2,293.17

Online: <https://clover.com/r/JHP7QMJMN6SCC>

Clover ID: JHP7QMJMN6SCC

Clover Privacy Policy
<https://clover.com/privacy>



St. Charles Parish

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

Legislation Details

File #: 2023-0310 **Version:** 1 **Name:** Amendment No. 1 to a Professional Services Agreement with Alpha Testing and Inspection, Inc., for testing services for the Hydraulic Bottleneck Near Destrehan P.S. No. 2 (Project No. P190507)

Type: Ordinance **Status:** Public Hearing

File created: 11/6/2023 **In control:** Parish Council

On agenda: 11/20/2023 **Final action:**

Enactment date: **Yes**

Title: An ordinance approving and authorizing the execution of Amendment No. 1 to a Professional Services Agreement with Alpha Testing and Inspection, Inc., for additional testing services for the Hydraulic Bottleneck Near Destrehan P.S. No. 2 (Project No. P190507), in the not to exceed amount of \$19,000.00.

Sponsors: Matthew Jewell, Department of Public Works

Indexes:

Code sections:

Attachments: [2023-0310 Amendment Template](#)
[2023-0310 Attachment C-1 - St. Charles Parish -Revised Hydraulic Bottleneck](#)
[2023-0310 Resolution](#)

Date	Ver.	Action By	Action	Result
11/6/2023	1	Parish Council		
11/6/2023	1	Parish President	Introduced	

**AMENDMENT NO. 1
TO
PROFESSIONAL SERVICES AGREEMENT
FOR HYDRAULIC BOTTLENECK NEAR
DESTREHAN P.S. NO. 2**

THIS AMENDMENT NO. 1 is made and entered into on this ____ day of _____, 2023;

BY AND BETWEEN:

ST. CHARLES PARISH, represented herein by its duly authorized Parish President, Matthew Jewell, (hereafter sometimes referred to as “OWNER”), and

ALPHA TESTING AND INSPECTION, INC., represented herein by Michael A. Devillier, duly authorized by Corporate Resolution attached hereto (hereafter sometimes referred to as “CONSULTANT”):

WHEREAS, On July 1, 2019, the St. Charles Parish Council adopted Ordinance No. 19-7-1 to authorize an Agreement between St. Charles Parish and Evans-Graves Engineers, Inc., to perform engineering services for the Hydraulic Bottleneck Near Destrehan P.S. No. 2 (Project No. P190507), in the not to exceed amount of \$105,160.00; and,

WHEREAS, On December 5, 2022, the St. Charles Parish Council adopted Ordinance No. 22-12-7 to authorize an Agreement between St. Charles Parish and Cycle Construction Company, LLC, for construction services for the Hydraulic Bottleneck Near Destrehan P.S. No. 2 (Project No. P190507), in the amount of \$2,264,960.00; and,

WHEREAS, On May 8, 2023, the St. Charles Parish Council adopted Ordinance No. 23-5-2 to authorize an Agreement between St. Charles Parish and Alpha Testing and Inspection, Inc., for testing services for Hydraulic Bottleneck Near Destrehan P.S. No. 2 (Project No. P190507), in the not to exceed amount of \$26,000.00; and,

WHEREAS, due to unforeseen circumstances the project has been extended and therefore testing services must be extended as well, as sheet pile driving is the main scope of work of the project and vibration monitoring is required every day pile driving occurs; and,

WHEREAS, St. Charles Parish and Alpha Testing and Inspection, Inc. have mutually agreed upon a not to exceed fee of \$19,000.00 to complete the work, bringing the total contract value to \$45,000.00.

ATTACHMENT “C” PROJECT COMPENSATION

Delete entire Attachment “C” and replace with the attached.

THUS DONE AND SIGNED in the presence of the undersigned competent witnesses, on this _____ day of _____, 2023.

Witnesses:

ST. CHARLES PARISH

By: _____
Matthew Jewell
Parish President

Date: _____

**ALPHA TESTING AND INSPECTION,
INC.**

By: _____
Michael A. Devillier
President

Date: _____

**ATTACHMENT “C” – AMENDMENT NO.1
PROJECT COMPENSATION**

HYDRAULIC BOTTLENECK NEAR DESTREHAN P.S. NO. 2
Project No. (P190507)

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 vibration monitoring and soil testing services as described in Attachment A is estimated to be \$45,000.00.
- b. 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.
- c. The Standard Hourly Rates charged by CONSULTANT constitute full and complete compensation for CONSULTANT’s services, including labor costs, overhead, and profit.
- d. CONSULTANT’s Standard Hourly Rates are attached to this Agreement as Revised Attachment C-1.

ALPHA TESTING AND INSPECTION, INC.



338 HIGHWAY 3160, HAHNVILLE, LOUISIANA 70057 TEL: 985-783-0771 FAX: 985-783-0774

March 1, 2023
Revised October 23, 2023

St. Charles Parish
Department of Public Works
100 River Oaks Drive
Destrehan, LA 70047
Attn: Ms. Andre R. Ford, P.E.

Re: Hydraulic Bottleneck
Near Destrehan P.S No.2
St. Charles Parish, LA

Dear Gentlemen:

We submit, herewith, our schedule of fees covering testing laboratory services on the above referenced project.

1. Vibration Monitoring:

- a.) Services of Technician and Equipment (one monitor)
To perform vibration monitoring during sheet pile driving, Rate/Hour \$ 50.00
- b.) Transportation charge, Rate/Trip \$ 50.00

2. Soil Testing – Laboratory:

- a.) Liquid Limit, Plastic Limits & Plasticity Index, Each \$ 75.00
- b.) Moisture Density Relationship Test (Proctor), Each \$ 150.00

3. Soil Testing – Field:

- a.) Services of Technician to visit project site and make field
Density tests – Nuclear Method 12” Maximum Depth,
Rate/Each \$ 50.00
- b.) In place density tests (Nuclear Method), Each \$ 15.00
- c.) Transportation charge, Rate/Trip \$ 50.00

St. Charles Parish
Department of Public Works
Attn: Ms. Andre R. Ford, P.E

4. Sampling Charge:

a.) Services of Technician to sample materials for laboratory Testing, Rate/Hour	\$ 50.00
b.) Transportation charge, Rate/Trip	\$ 50.00


Estimated Job Cost \$45,000.00

NOTE: Travel time is portal to portal. There is a ½ day minimum charge for any call out for inspection. Overtime hours are charged at 1 ½ times regular rate for all hours worked in excess of 8 hours per day, Mondays through Fridays, and for all hours worked on Saturdays, Sundays and holidays.

We thank you for the opportunity of quoting you for these services. Your selection of Alpha Testing and Inspection, Inc. to perform these services will be appreciated.

Yours very truly,

ALPHA TESTING & INSPECTION, INC.



Michael A. Devillier
President

ALPHA TESTING AND INSPECTION, INC.



338 HIGHWAY 3160, HAHNVILLE, LOUISIANA 70057 TEL: 985-783-0771 FAX: 985-783-0774

CERTIFICATE OF CORPORATE RESOLUTION AUTHORIZING ENTERPRISE PROJECT APPLICATION

I, Michael A. Devillier, President of Alpha Testing and Inspection, Inc., organized and existing under the laws of Louisiana and having its principal place of business at 338 Highway 3160 Hahnville, LA 70057, hereby certify that the following is a true copy of a resolution adopted by the Board of Directors of the Corporation at a meeting convened and held on January 1, 2023 at which a quorum was present and voting throughout and that such resolution is now in full force and effect and is in accordance with the provisions of the charter and by-laws of the Corporation.

RESOLVED: That the President or Vice President of the Corporation is hereby authorized to sign on behalf of the Corporation any contracts or forms for the Enterprise Project Application;

RESOLVED FURTHER: That the President or Vice President are hereby authorized and directed to certify to any interested party that this resolution has been duly adopted, is in full force and effect, and is in accordance with the provisions of the charter and by-laws of the Corporation.

I further certify that this Corporation is duly organized and existing, and has the power to take the action called for by the foregoing resolution.

DIRECTORS

<u>Michael A. Devillier</u> President	<u>4/4/23</u> Date
<u>Brad Oill</u> Vice President	<u>4/4/23</u> Date



St. Charles Parish

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

Legislation Details

File #: 2023-0311 **Version:** 1 **Name:** Contract w/ Cycle Construction Company, L.L.C., for Engineer's Canal Phase 1, Bank Stabilization (Project No. P190301)

Type: Ordinance **Status:** Public Hearing

File created: 11/6/2023 **In control:** Parish Council

On agenda: 11/20/2023 **Final action:**

Enactment date: **Yes**

Title: An ordinance approving and authorizing the execution of a Contract with Cycle Construction Company, L.L.C., for Engineer's Canal Phase 1 Bank Stabilization (Project No. P190301) in the amount of \$1,405,350.00.

Sponsors: Matthew Jewell, Department of Public Works

Indexes:

Code sections:

Attachments: [2023-0311 Contract](#)
[2023-0311 Notice of Intent](#)
[2023-0311 Corporate Resolution](#)
[2023-0311 Itemized bid tab](#)
[2023-0311 Engrs Canal Bid Tab](#)

Date	Ver.	Action By	Action	Result
11/6/2023	1	Parish Council		
11/6/2023	1	Parish President	Introduced	

SECTION 00500

CONTRACT

This agreement entered into this _____ day of _____, 20____, by Cycle Construction Company, L.L.C., hereinafter called the "Contractor", whose business address is 6 E. 3rd St., 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: ENGINEER'S CANAL PHASE 1 BANK STABILIZATION
Project Number: P190301

1.01.1 The abovementioned work shall be completed in strict accordance with Contract Documents prepared by: Shread-Kuyrkendall & Associates, Inc.

1.02 It is recognized by the parties herein that said Contract Documents including by way of example and not of limitation, the Drawings and Specifications dated March 2023, 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.

1.02.1 The Work is generally described as follows: Install a new sheet pile bulkhead along Engineer's Canal.

ARTICLE 2

ENGINEER

- 2.01 The Project has been designed by Shread-Kuyrkendall & Associates, 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 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 Five hundred and no/100 dollars \$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) (\$1,405,350.00) One million, four hundred five thousand, three hundred fifty and no/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 "ENGINEER'S CANAL PHASE 1 BANK STABILIZATION" dated March 2023.
 - i) Drawings, consisting of a cover sheet dated March 2023 and the sheets listed on Drawing Title ; each sheet bearing the following general title: ENGINEER'S CANAL PHASE 1 BANK STABILIZATION
 - j) General Conditions (Section 00700)
 - k) Supplementary Conditions (if applicable for compliance purposes) (Section 0800)

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

ARTICLE 9

MISCELLANEOUS

- 9.01 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and, unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents. Notwithstanding the foregoing, the Owner may assign this contract to the State of Louisiana or any political subdivision, municipality, special district or authority thereof without Contractor's consent and without recourse.
- 9.02 Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 9.03 It is hereby agreed and understood by the parties hereto that any and all disputes that may result in litigation shall be litigated in the 29th Judicial District Court for the Parish of St. Charles.

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

OWNER: Parish of St. Charles

By: _____

Title: _____

ATTEST:

By: _____

Title: _____

CONTRACTOR:

Cycle Construction Company, LLC

By:  _____

Title: Vice President

ATTEST:

By:  _____

Title: Contract Administrator



ST. CHARLES PARISH

PUBLIC WORKS

MATTHEW JEWELL
PARISH PRESIDENT

MILES BINGHAM
DIRECTOR

NOTICE OF INTENT TO AWARD

October 3, 2023

TO: Cycle Construction Company, LLC
6 E 3rd Street
Kenner, La. 70062
Attn: Jonathan N. Kernion, Jr.

PROJECT NAME: Engineer's Canal Phase 1 Bank Stabilization

PROJECT NO: P190301

To Whom It May Concern:

You are hereby notified that your bid dated October 3, 2023, for the above Project has been considered. You are the apparent Lowest Responsible Bidder and may be awarded the Contract once all the required documents have been received, reviewed, successfully voted by the St. Charles Parish Council, and executed by the St Charles Parish President.

The Contract Price of this award is One Million, Four Hundred Five Thousand, Three Hundred Fifty Dollars and No cents (\$1,405,350.00).

Deliver all documents to:

Engineer:

Steve Breeding, P. E.
Shread-Kuyrkendall & Associates, Inc
104 Campus Dr. East, Suite 102
Destrehan, La. 70047

Deliver the following documents by October 13, 2023

*** (Revised to 4 originals - Steven Breeding, P.E. email 10/9/23) ***

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

Deliver the following documents by October 17, 2023

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

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

5. Six (6) original Authorization Letters from the bonding Company(s), that are issuing the Performance and Payment Bonds to St. Charles Parish, authorizing the Parish to

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

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

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

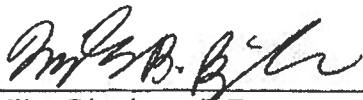
Construction Schedule – Contractor shall submit a construction schedule within 14 days of the date of this notice to the Engineer and Owner. Schedule items will include, as a minimum, the following:

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

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

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

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



Miles Bingham, P.E.
Public Works/Wastewater Director

cc: *Michael Palamone - SCP CAO*
Miles Bingham, PE – SCP Director of Public Works/Waste Water
Brad Berthelot - SCP Public Works Financial Officer
Carla Chiasson - SCP Grants Officer
Michelle Impastato – SCP Council Secretary
Steve Breeding, PE - Shread-Kuyrkendall & Associates, Inc
File P190301

SECTION 00485

AUTHORITY TO EXECUTE CONTRACT

CORPORATE RESOLUTION

A meeting of the Board of Directors of Cycle Construction Company, LLC a corporation organized under the laws of the State of LA and domiciled in Kenner was held this 1st day of September, 2012 and was attended by a quorum of the members of the Board of Directors.

The following resolution was offered, duly seconded and after discussion was unanimously adopted by said quorum:

BE IT RESOLVED, that Jonathan N. Kernion, Jr. is hereby authorized to submit proposals and execute agreements on behalf of this corporation with the Parish of St Charles.

BE IT FURTHER RESOLVED, that said authorization and appointment shall remain in full force and effect, unless revoked by resolution of this Board of Directors and that said revocation will not take effect until St. Charles Parish, has been furnished a copy of said resolution, duly certified.

I, Kevin Kernion, hereby certify that I am the Secretary of Cycle Construction Co., LLC a corporation created under the laws of the State of LA domiciled in Kenner; that the foregoing is a true and exact copy of a resolution adopted by a quorum of the Board of Directors of said corporation at a meeting legally called and held on the 1st day of September, 2012, as said resolution appears of record in the Official Minutes of the Board of Directors in my possession.

This 2nd day of October, 2023.



SECRETARY
KEVIN KERNION

END OF SECTION

SHREAD-KUYRKENDALL & ASSOCIATES, INC.
TABULATION OF BIDS

Project: Engineers Canal Bank Stabilization Phase I		Bid Date and Time: October 3, 2023 10:00 AM													
ITEM	DESCRIPTION	QTY.	UNIT	Cycle Construction Co, L.L.C.	Omega Foundation Services, Inc.	ERS, Inc.	AFC Construction, LLC	CAYO, Inc.	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Mobilization/Demobilization	1	LUMP	\$ 265,000.00	\$ 265,000.00	\$ 145,000.00	\$ 145,000.00	\$ 35,000.00	\$ 35,000.00	\$ 217,995.00	\$ 217,995.00	\$ 555,000.00	\$ 555,000.00		
2	Cleaning and Grubbing	1	LUMP	\$ 40,000.00	\$ 40,000.00	\$ 50,000.00	\$ 50,000.00	\$ 160,000.00	\$ 160,000.00	\$ 61,040.25	\$ 61,040.25	\$ 35,000.00	\$ 35,000.00		
3	Embankment	250	CU YD	\$ 34.00	\$ 8,500.00	\$ 45.00	\$ 11,250.00	\$ 50.00	\$ 12,500.00	\$ 544.25	\$ 136,062.50	\$ 150.00	\$ 37,500.00		
4	Steel Sheet Piling (PZ 27' @ 45)	520	LF	\$ 1,825.00	\$ 949,000.00	\$ 2,500.00	\$ 1,300,000.00	\$ 2,710.00	\$ 1,409,200.00	\$ 2,195.51	\$ 1,141,665.20	\$ 2,300.00	\$ 1,196,000.00		
5	Pipe Penetrations Greater than 12"	1	EA	\$ 20,200.00	\$ 20,200.00	\$ 8,500.00	\$ 8,500.00	\$ 9,500.00	\$ 9,500.00	\$ 67,170.00	\$ 67,170.00	\$ 35,000.00	\$ 35,000.00		
6	Hydro Seeding	2,500	SQ YD	\$ 2.50	\$ 6,250.00	\$ 4.00	\$ 10,000.00	\$ 3.00	\$ 7,500.00	\$ 23.90	\$ 59,750.00	\$ 3.00	\$ 7,500.00		
7	Remove & Replace Fence (In-kind)	500	LF	\$ 60.00	\$ 30,000.00	\$ 28.00	\$ 14,000.00	\$ 60.00	\$ 30,000.00	\$ 51.10	\$ 25,550.00	\$ 80.00	\$ 40,000.00		
8	Tree Removal	1	LS	\$ 12,000.00	\$ 12,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 34,063.00	\$ 34,063.00	\$ 30,000.00	\$ 30,000.00		
9	Relocation of Infrastructure	1	LS	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00		
10	Drop Inlet Catch Basin	1	EA	\$ 15,000.00	\$ 15,000.00	\$ 6,000.00	\$ 6,000.00	\$ 35,000.00	\$ 35,000.00	\$ 104,025.00	\$ 104,025.00	\$ 25,000.00	\$ 25,000.00		
11	Remove/Replace 60" CMP Culvert with Bedding/Headwall	6	LF	\$ 4,900.00	\$ 29,400.00	\$ 8,000.00	\$ 48,000.00	\$ 3,250.00	\$ 19,500.00	\$ 11,824.25	\$ 70,945.50	\$ 5,000.00	\$ 30,000.00		
TOTAL BASE BID					\$ 1,405,350.00	\$ 1,662,750.00	\$ 1,788,200.00	\$ 1,948,266.45	\$ 2,021,000.00						
* DENOTES CORRECTED TOTAL															



SHREAD-KUYRKENDALL & ASSOCIATES, INC.
TABULATION OF BIDS

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2	Clearing and Grubbing	1	LUMP	\$ 40,000.00	\$ 40,000.00	\$ 50,000.00	\$ 50,000.00	\$ 160,000.00	\$ 160,000.00	\$ 61,040.25	\$ 61,040.25	\$ 35,000.00	\$ 35,000.00
3	Embankment	250	CU YD	\$ 34.00	\$ 8,500.00	\$ 45.00	\$ 11,250.00	\$ 50.00	\$ 12,500.00	\$ 544.25	\$ 136,062.50	\$ 150.00	\$ 37,500.00
4	Steel Sheet Piling (PZ 27' @ 45')	520	LF	\$ 1,825.00	\$ 949,000.00	\$ 2,500.00	\$ 1,300,000.00	\$ 2,710.00	\$ 1,409,200.00	\$ 2,195.51	\$ 1,141,665.20	\$ 2,300.00	\$ 1,196,000.00
5	Pipe Penetrations Greater than 12"	1	EA	\$ 20,200.00	\$ 20,200.00	\$ 8,500.00	\$ 8,500.00	\$ 9,500.00	\$ 9,500.00	\$ 67,170.00	\$ 67,170.00	\$ 35,000.00	\$ 35,000.00
6	Hydro Seeding	2,500	SQ YD	\$ 2.50	\$ 6,250.00	\$ 4.00	\$ 10,000.00	\$ 3.00	\$ 7,500.00	\$ 23.90	\$ 59,750.00	\$ 3.00	\$ 7,500.00
7	Remove & Replace Fence (In-kind)	500	LF	\$ 60.00	\$ 30,000.00	\$ 28.00	\$ 14,000.00	\$ 60.00	\$ 30,000.00	\$ 51.10	\$ 25,550.00	\$ 80.00	\$ 40,000.00
8	Tree Removal	1	LS	\$ 12,000.00	\$ 12,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 34,063.00	\$ 34,063.00	\$ 30,000.00	\$ 30,000.00
9	Relocation of Infrastructure	1	LS	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00
10	Drop Inlet Catch Basin	1	EA	\$ 15,000.00	\$ 15,000.00	\$ 6,000.00	\$ 6,000.00	\$ 35,000.00	\$ 35,000.00	\$ 104,025.00	\$ 104,025.00	\$ 25,000.00	\$ 25,000.00
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TOTAL BASE BID				\$ 1,405,350.00		\$ 1,662,750.00		\$ 1,788,200.00		\$ 1,948,266.45		\$ 2,021,000.00	
* DENOTES CORRECTED TOTAL													

STEVEN J. BENTERING
 REG. NO. 23247
 REGISTERED PROFESSIONAL ENGINEER
 IN
 CIVIL ENGINEERING
 10/4/23



St. Charles Parish

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

Legislation Details

File #: 2023-0312 **Version:** 1 **Name:** Contract w/ APC Construction, LLC, for Des Allemands Phase 1 Bulkhead (Project No. P210601)

Type: Ordinance **Status:** Public Hearing

File created: 11/6/2023 **In control:** Parish Council

On agenda: 11/20/2023 **Final action:**

Enactment date: **Yes**

Title: An ordinance approving and authorizing the execution of a Contract with APC Construction, LLC, for Des Allemands Phase 1 Bulkhead (Project No. P210601) in the amount of \$6,226,996.00.

Sponsors: Matthew Jewell, Department of Public Works

Indexes:

Code sections:

Attachments: [2023-0312 Owner-Contractor Contract](#)
[2023-0312 P210601 - 2023.10.26 - Notice of Intent to Award for Phase 1](#)
[2023-0312 Corporate Resolution](#)
[2023-0312 Itemized bid tab](#)
[2023-0312 Signed Bid Tab - Des Allemands Bulkhead Ph 1](#)

Date	Ver.	Action By	Action	Result
11/6/2023	1	Parish Council		
11/6/2023	1	Parish President	Introduced	

SECTION SCP-E-00500

CONTRACT

This agreement entered into this _____ day of _____, 20____, by APC Construction, LLC hereinafter called the "Contractor", whose business address is 1910 Peters Road, Harvey, LA 70058, 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: Des Allemands Phase 1 Bulkhead

Project Number:210601

1.02 The abovementioned work shall be completed in strict accordance with Contract Documents prepared by: All South Consulting Engineers, LLC located at 652 Papworth Ave., Metairie, Louisiana 70005

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 August 28, 2023 Addenda number(s) 1-2, the Instruction to Bidders, Supplemental Instructions to Bidders, Louisiana Uniform Public Works Bid Form, General Conditions, Supplementary Conditions (if applicable), any Addenda thereto, impose duties and obligations upon the parties herein, and said parties thereby agree that they shall be bound by said duties and obligations. For these purposes, all of the provisions contained in the aforementioned Contract Documents are incorporated herein by reference with the same force and effect as though said Contract Documents were herein set out in full.

1.04 The Work is generally described as follows: The Base Bid is comprised of installing a permanent steel sheet pile bulkhead; select demolition and replacement of existing structures; excavation; backfill; installation of aluminum stop logs; and miscellaneous necessary work to construct the project as described in the plans and specifications. The project includes one Alternate (Crab Shack Alternative I) which is comprised of installing a permanent sheet pile bulkhead; removal and replacement of concrete; installation of aluminum stop logs; and miscellaneous necessary work to construct the Alternative as described in plans and specifications.

ARTICLE 2

ENGINEER

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

ARTICLE 3

CONTRACT TIME

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

ARTICLE 4

LIQUIDATED DAMAGES

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

ARTICLE 5

CONTRACT PRICE

- 5.01 The Owner will pay and the Contractor will accept in full consideration for the performance of the Contract the sum of:
- a) (\$ 6,226,996.00) Six Million, Two Hundred Twenty-Six Thousand, Nine Hundred Ninety-Six 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.
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- 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.
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- 6.08 At the expiration of the lien period the Contractor shall obtain a certificate from the Recorder of Mortgages of the Parish of St. Charles that the Contract is clear of any liens or privileges, and said certificate shall be presented to the Owner for final payment and release of retainage, less any such sums as may be lawfully withheld under the Contract.

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

ARTICLE 7

CONTRACTOR'S REPRESENTATIONS

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

ARTICLE 8

CONTRACT DOCUMENTS

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

- c) Payment Bond (Section 00610)
- d) Insurance Certificates
- e) Advertisement for Bids (Section 00010)
- f) Louisiana Uniform Public Works Bid Form (Section 00300)
- g) Addenda (Numbers 1 to 2 inclusive)
- h) Contract documents bearing the general title "Des Allemands Phase 1 Bulkhead" dated August 28, 2023
- i) Drawings, consisting of a cover sheet dated August 28, 2023 and the sheets listed on Drawing No. 1 ; each sheet bearing the following general title: Des Allemands Phase 1 Bulkhead
- 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: _____

Title: _____

ATTEST:

By: _____

Title: _____

CONTRACTOR:

By:  _____ Keith Porta

Title: Managing Member

ATTEST:

By:  _____ Jacque Ballay

Title: Executive Vice President

END OF SECTION



ST. CHARLES PARISH

PUBLIC WORKS

MATTHEW JEWELL
PARISH PRESIDENT

MILES BINGHAM, P.E.
DIRECTOR

NOTICE OF INTENT TO AWARD

October 26, 2023

TO: Keith Porta, Managing Member
APC Construction, LLC
1910 Peters Road, Harvey, Louisiana 70058
License Number: 51053

PROJECT NAME: Des Allemands Bulkhead Phase 1

PROJECT NO: P210601

To Whom It May Concern:

You are hereby notified that your bid dated October 24, 2023, for the above Project has been considered. You are the apparent Lowest Responsible Bidder and may be awarded the Contract once all the required documents have been received, reviewed, successfully voted by the St. Charles Parish Council, and executed by the St Charles Parish President.

The Contract Price of this award is Six Million Two Hundred Twenty-Six Thousand Nine Hundred Ninety-Six Dollars (\$ 6,226,996.00). This Contract Price includes award of the Base Bid plus Alternate No.1.

SCP-E-00810

00810-1

Revised July 24, 2023
Revised April 7, 2021

Deliver all documents to:

Scott Wetzel, P.E.
All South Consulting Engineers, LLC
652 Papworth Avenue, Metairie, LA 70005
swetzel@ascellc.com

Deliver the following documents by November 2, 2023

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

Deliver the following documents by November 9, 2023

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

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

5. Four (4) original Authorization Letters from the bonding Company(s), that are issuing the Performance and Payment Bonds to St. Charles Parish, authorizing the Parish to

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

6. Four (4) original Authorization Letters from the Contractor authorizing St. Charles Parish to date the contracts on behalf of the Parish at the time of execution of the contracts by St. Charles Parish.

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

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

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

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

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

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



Miles B. Bingham, P.E.
Director Public Works

cc:

Brad Berthelot - Public Works Accountant
Andre Ford, P.E. - Public Works Engineer
Scott Wetzel, P.E. - Engineering Company Engineer
Project File
Michelle Impastato - Parish Council Secretary

SECTION SCP-E-00485

AUTHORITY TO EXECUTE CONTRACT

CORPORATE RESOLUTION

A meeting of the Board of Directors of APC Construction, LLC a corporation organized under the laws of the State of Louisiana and domiciled in Jefferson Parish was held this 23rd day of October, 2023 and was attended by a quorum of the members of the Board of Directors.

The following resolution was offered, duly seconded and after discussion was unanimously adopted by said quorum:

BE IT RESOLVED, that Keith Porta is hereby authorized to submit proposals and execute agreements on behalf of this corporation with the Parish of St Charles.

BE IT FURTHER RESOLVED, that said authorization and appointment shall remain in full force and effect, unless revoked by resolution of this Board of Directors and that said revocation will not take effect until St. Charles Parish, has been furnished a copy of said resolution, duly certified.

I, Jacque Ballay, hereby certify that I am the Secretary of APC Construction, LLC a corporation created under the laws of the State of Louisiana domiciled in Jefferson Parish; that the foregoing is a true and exact copy of a resolution adopted by a quorum of the Board of Directors of said corporation at a meeting legally called and held on the 23rd day of October, 2023, as said resolution appears of record in the Official Minutes of the Board of Directors in my possession.

This 23rd day of October, 2023.



SECRETARY

END OF SECTION

BID TABULATION

Project Name: Des Allemands Phase 1 Bulkhead

St. Charles Parish, Louisiana

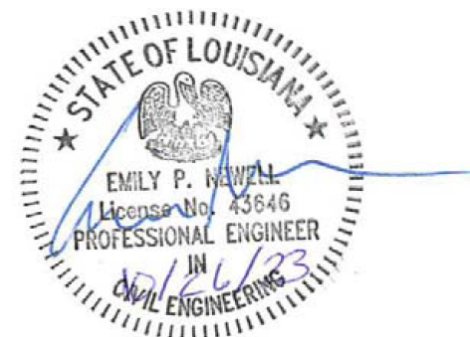
Bid Date: 10/24/2023

Extensions Checked By: Emily P. Newell, P.E.
All South Consulting Engineers, LLC

NAME OF BIDDER				Engineer's Estimate of Probable Cost		APC Construction, LLC (License No. 51053)		Sealevel Construction, Inc. (License No. 33678)		CAYO, LLC (License No. 56546)	
ITEM NO.	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
BASE BID											
001	MOBILIZATIO AND DEMOBILIZATION	1	LS	\$372,500.00	\$372,500.00	\$383,150.00	\$383,150.00	\$92,000.00	\$92,000.00	\$840,000.00	\$840,000.00
002	DEMOLITION	1	LS	\$15,000.00	\$15,000.00	\$91,642.00	\$91,642.00	\$220,000.00	\$220,000.00	\$350,000.00	\$350,000.00
003	REMOVE AND REPLACE EXISTING STRUCTURES	1	LS	\$135,000.00	\$135,000.00	\$49,291.00	\$49,291.00	\$75,000.00	\$75,000.00	\$250,000.00	\$250,000.00
004	SAND FILL	1	LS	\$25,000.00	\$25,000.00	\$12,385.00	\$12,385.00	\$60,000.00	\$60,000.00	\$25,000.00	\$25,000.00
005	FLOWABLE FILL	50	CY	\$220.00	\$11,000.00	\$365.50	\$18,275.00	\$650.00	\$32,500.00	\$400.00	\$20,000.00
006	CLAY FILL	1	LS	\$15,000.00	\$15,000.00	\$34,277.00	\$34,277.00	\$90,000.00	\$90,000.00	\$90,000.00	\$90,000.00
007	RIP RAP (55#)	400	TON	\$135.00	\$54,000.00	\$138.00	\$55,200.00	\$150.00	\$60,000.00	\$120.00	\$48,000.00
008	STEEL SHEET PILE	1540	LF	\$2,100.00	\$3,234,000.00	\$2,722.00	\$4,191,880.00	\$3,465.00	\$5,336,100.00	\$3,600.00	\$5,544,000.00
009	ASPHALT PAVEMENT RESTORATION	350	SY	\$125.00	\$43,750.00	\$117.00	\$40,950.00	\$300.00	\$105,000.00	\$45.00	\$15,750.00
010	ASPHALT PAVEMENT (REMOVE AND REPLACE)	56	SY	\$150.00	\$8,400.00	\$262.00	\$14,672.00	\$500.00	\$28,000.00	\$370.00	\$20,720.00
011	HYDROSEEDING	1	LS	\$20,000.00	\$20,000.00	\$19,514.00	\$19,514.00	\$6,000.00	\$6,000.00	\$15,000.00	\$15,000.00
012	PIPE PENETRATIONS	1	LS	\$5,000.00	\$5,000.00	\$67,203.00	\$67,203.00	\$50,000.00	\$50,000.00	\$120,000.00	\$120,000.00
013	ALUMINUM STOP LOG FLOOD BARRIER SYSTEM	1	LS	\$150,000.00	\$150,000.00	\$88,795.00	\$88,795.00	\$110,000.00	\$110,000.00	\$200,000.00	\$200,000.00
014	RELOCATION OF INFRASTRUCTURE ITEMS	1	LS	\$8,000.00	\$8,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
	Contingency				\$409,665.00	-	-	-	-	-	-
BASE BID TOTAL						\$4,506,315.00		\$5,117,234.00		\$6,314,600.00	\$7,588,470.00
ALTERNATE 1											
016	MOBILIZATIO AND DEMOBILIZATION	1	LS	\$102,400.00	\$102,400.00	\$31,401.00	\$31,401.00	\$70,000.00	\$70,000.00	\$250,000.00	\$250,000.00
017	REMOVE/REPLACE EXISTING CONCRETE PAVEMENT	460	SY	\$200.00	\$92,000.00	*\$297.7174	\$136,950.00	\$300.00	\$138,000.00	\$350.00	\$161,000.00
018	REMOVE AND REPLACE EXISTING BOAT LAUNCH	1	LS	\$15,000.00	\$15,000.00	\$30,457.00	\$30,457.00	\$80,000.00	\$80,000.00	\$50,000.00	\$50,000.00
019	STEEL SHEET PILE	278	LF	\$2,100.00	\$583,800.00	\$2,442.00	\$678,876.00	\$5,900.00	\$1,640,200.00	\$3,300.00	\$917,400.00
020	ALUMINUM STOP LOG SYSTEM 1	1	LS	\$100,000.00	\$100,000.00	\$77,734.00	\$77,734.00	\$100,000.00	\$100,000.00	\$120,000.00	\$120,000.00
021	ALUMINUM STOP LOG SYSTEM 2	1	LS	\$100,000.00	\$100,000.00	\$64,215.00	\$64,215.00	\$85,000.00	\$85,000.00	\$90,000.00	\$90,000.00
022	ALUMINUM STOP LOG SYSTEM 3	1	LS	\$100,000.00	\$100,000.00	\$76,198.00	\$76,198.00	\$95,000.00	\$95,000.00	\$120,000.00	\$120,000.00
023	DROP INLET	1	LS	\$8,800.00	\$8,800.00	\$3,915.00	\$3,915.00	\$15,000.00	\$15,000.00	\$35,000.00	\$35,000.00
024	15" PVC DRAIN	20	LF	\$200.00	\$4,000.00	\$120.00	\$2,400.00	\$300.00	\$6,000.00	\$260.00	\$5,200.00
025	FILL	1	LS	\$5,000.00	\$5,000.00	\$7,616.00	\$7,616.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
	Contingency				\$127,600.00	-	-	-	-	-	-
ALTERNATE 1 TOTAL						\$1,238,600.00		\$1,109,762.00		\$2,239,200.00	\$1,758,600.00

* La. R.S. 38:2212(B)(6)(C)

All South Consulting Engineers, LLC
ASCE Project No. 012-008-01
BY: Emily P. Newell, P.E.
DATE: 10/26/2023



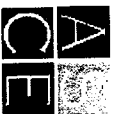


PROJECT TITLE: Des Allemands Bulkhead - Phase I

PROJECT NO: P210601

DATE & TIME: Tuesday, October 24, 2023 at 10:00 AM

ENGINEER'S ESTIMATE: \$4,506,315.00



ALL SOUTH CONSULTING ENGINEERS, L.L.C.
 652 PAFWORTH AVENUE
 METAIRIE, LA 70005
 (504) 322-2793

Am
 10/24/23

BIDDER	NOTES	Required at Time of Bid Opening					Required within 10 days from Apparent Low Bidder				BASE BID	ALTERNATE # 1
		LICENSE NUMBER on ENVELOPE	Acknowledgement Addendum(s)	BID FORM 00300	BID BOND 00410 POWER OF ATTORNEY	CORPORATE RES. 00485	ATTESTATION CLAUSE 00470	E-VERIFY AFFIDAVIT 00475	REQUEST TO SUBLET 00816	AFFIDAVITS 00480		
APC Construction	Articles of Organization Approved A.A.	51053	✓	✓	✓	✓					\$ 5,117,231.00	\$ 1,109,762.00
Beverly Construction, Inc.												
Bo-Mac Contractors												
Bottom Line Equipment												
Cayo, LLC		56546	✓	✓	✓	✓					\$ 7,535,470.00	\$ 1,758,600.00
Cycle Construction												
Omega Foundation Services, Inc												
Orion												
Sealevel Construction, LLC		33678	✓	✓	✓	✓					\$ 6,314,600.00	\$ 2,239,200.00



St. Charles Parish

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

Legislation Details

File #: 2023-0320 **Version:** 1 **Name:** Keep Louisiana Beautiful, Inc. Organization in the Parish of St. Charles, State of Louisiana and establishing a Keep St. Charles Parish Beautiful Committee

Type: Resolution **Status:** In Council - Resolutions

File created: 11/20/2023 **In control:** Parish Council

On agenda: 11/20/2023 **Final action:**

Enactment date: **Yes**

Title: A resolution supporting Keep Louisiana Beautiful, Inc. Organization in the Parish of St. Charles, State of Louisiana and establishing a Keep St. Charles Parish Beautiful Committee.

Sponsors: Matthew Jewell

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
11/20/2023	1	Parish President	Introduced	



St. Charles Parish

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

Legislation Details

File #: 2023-0321 **Version:** 1 **Name:** Support Councilman Bob Fisher for At Large Member on the Executive Board of the Police Jury Association of Louisiana

Type: Resolution **Status:** In Council - Resolutions

File created: 11/20/2023 **In control:** Parish Council

On agenda: 11/20/2023 **Final action:**

Enactment date: **Yes**

Title: A resolution in support of Councilman Bob Fisher for At Large Member on the Executive Board of the Police Jury Association of Louisiana.

Sponsors: Julia Fisher-Cormier, Mary K. Clulee

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
11/20/2023	1	Council Member(s)	Introduced	



St. Charles Parish

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

Legislation Details

File #: 2023-0322 **Version:** 1 **Name:** Support Councilwoman La Sandra Darensbourg Gordon for Region II Member on the Executive Board of the Police Jury Association of Louisiana

Type: Resolution **Status:** In Council - Resolutions

File created: 11/20/2023 **In control:** Parish Council

On agenda: 11/20/2023 **Final action:**

Enactment date: **Yes**

Title: A resolution in support of Councilwoman La Sandra Darensbourg Gordon for Region II Member on the Executive Board of the Police Jury Association of Louisiana.

Sponsors: Julia Fisher-Cormier, Mary K. Clulee

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
11/20/2023	1	Council Member(s)	Introduced	



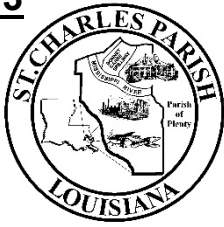
St. Charles Parish

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

Legislation Details

File #: 2023-0313 **Version:** 1 **Name:** Review 2024 Parish Council Meeting Schedule [Adopt December 4, 2023]
Type: Special Matter **Status:** In Council - Special Matters
File created: 11/20/2023 **In control:** Parish Council
On agenda: 11/20/2023 **Final action:**
Enactment date: **Yes**
Title: Review 2024 Parish Council Meeting Schedule [Adopt December 4, 2023]
Sponsors:
Indexes:
Code sections:
Attachments: [2023-0313 Proposed 2024 MEETING SCHEDULE](#)
[2023-0313 Proposed 2024 Color Coded Calendar with Explanation](#)

Date	Ver.	Action By	Action	Result
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St. CHARLES PARISH COUNCIL 2024 MEETING SCHEDULE

Council Chambers / Courthouse, Hahnville / 2nd Floor
15045 River Road, Hahnville, LA 70057

MEETING DATE	DAY	TIME / DESCRIPTION
JANUARY 8	Monday	4:30 pm (Tentative), Organizational Meeting
JANUARY 9	Tuesday	6:00 pm, Regular Meeting
JANUARY 22	Monday	6:00 pm, Regular Meeting
FEBRUARY 5	Monday	6:00 pm, Regular Meeting
FEBRUARY 19	Monday	6:00 pm, Regular Meeting
MARCH 4	Monday	6:00 pm, Regular Meeting
MARCH 18	Monday	6:00 pm, Regular Meeting
APRIL 1	Monday	6:00 pm, Regular Meeting
APRIL 15	Monday	6:00 pm, Regular Meeting
MAY 6	Monday	6:00 pm, Regular Meeting
MAY 20	Monday	6:00 pm, Regular Meeting
JUNE 3	Monday	6:00 pm, Regular Meeting
JUNE 17	Monday	6:00 pm, Regular Meeting
JULY 8	Monday	6:00 pm, Regular Meeting
JULY 22	Monday	6:00 pm, Regular Meeting
AUGUST 5	Monday	6:00 pm, Regular Meeting
AUGUST 19	Monday	6:00 pm, Regular Meeting
SEPTEMBER 3	Tuesday	6:00 pm, Regular Meeting
SEPTEMBER 16	Monday	6:00 pm, Regular Meeting
OCTOBER 7	Monday	6:00 pm, Regular Meeting
OCTOBER 21	Monday	6:00 pm, Regular Meeting
NOVEMBER 4	Monday	6:00 pm, Regular Meeting
NOVEMBER 18	Monday	6:00 pm, Regular Meeting
DECEMBER 2	Monday	6:00 pm, Regular Meeting
DECEMBER 16	Monday	6:00 pm, Regular Meeting
EXPLANATION OF DEVIATIONS		
<ol style="list-style-type: none"> 1. January 8 – Organizational Meeting (Second Monday) 2. January 9 – First Regular Meeting (Tuesday) 3. January 15 – (January 22) Pushed/Organizational Meeting & MLK Holiday 4. July 1 & 15 – (July 8 & 22) Pushed/NACo Annual 5. September 2 – (September 3) Pushed/Labor Day Holiday 		

2024

JANUARY							JULY						
S	M	T	W	Th	F	S	S	M	T	W	Th	F	S
	1	2	3	4	5	6		1	2	3	4	5	6
7	8	9	10	11	12	13	7	8	9	10	11	12	13
14	15	16	17	18	19	20	14	15	16	17	18	19	20
21	22	23	24	25	26	27	21	22	23	24	25	26	27
28	29	30	31				28	29	30	31			

FEBRUARY							AUGUST						
S	M	T	W	Th	F	S	S	M	T	W	Th	F	S
				1	2	3					1	2	3
4	5	6	7	8	9	10	4	5	6	7	8	9	10
11	12	13	14	15	16	17	11	12	13	14	15	16	17
18	19	20	21	22	23	24	18	19	20	21	22	23	24
25	26	27	28	29			25	26	27	28	29	30	31

MARCH							SEPTEMBER						
S	M	T	W	Th	F	S	S	M	T	W	Th	F	S
					1	2	1	2	3	4	5	6	7
3	4	5	6	7	8	9	8	9	10	11	12	13	14
10	11	12	13	14	15	16	15	16	17	18	19	20	21
17	18	19	20	21	22	23	22	23	24	25	26	27	28
24	25	26	27	28	29	30	29	30					
31													

APRIL							OCTOBER						
S	M	T	W	Th	F	S	S	M	T	W	Th	F	S
	1	2	3	4	5	6			1	2	3	4	5
7	8	9	10	11	12	13	6	7	8	9	10	11	12
14	15	16	17	18	19	20	13	14	15	16	17	18	19
21	22	23	24	25	26	27	20	21	22	23	24	25	26
28	29	30					27	28	29	30	31		

MAY							NOVEMBER						
S	M	T	W	Th	F	S	S	M	T	W	Th	F	S
			1	2	3	4						1	2
5	6	7	8	9	10	11	3	4	5	6	7	8	9
12	13	14	15	16	17	18	10	11	12	13	14	15	16
19	20	21	22	23	24	25	17	18	19	20	21	22	23
26	27	28	29	30	31		24	25	26	27	28	29	30

JUNE							DECEMBER						
S	M	T	W	Th	F	S	S	M	T	W	Th	F	S
						1	1	2	3	4	5	6	7
2	3	4	5	6	7	8	8	9	10	11	12	13	14
9	10	11	12	13	14	15	15	16	17	18	19	20	21
16	17	18	19	20	21	22	22	23	24	25	26	27	28
23	24	25	26	27	28	29	29	30	31				
30													

- PARISH COUNCIL MEETINGS**
- PARISH GOVERNMENT HOLIDAYS**
- NACo LEGISLATIVE CONFERENCE (FEB. 10-13)**
- POLICE JURY CONVENTION (FEB. 28-MARCH 1)**
- HURRICANE CONFERENCE (MARCH 25-28)**
- NACo ANNUAL CONFERENCE (JULY 12-15)**

Council Meeting Deviations:

- January 8 – Organizational Meeting (Second Monday)
- January 9 – First Regular Meeting (Tuesday)
- January 15 – (Jan. 22) Organizational Mtg & MLK Holiday
- July 1 – (July 8) NACo Annual
- July 15 – (July 22) NACo Annual
- September 2 - (Sept. 3 - Tuesday) Labor Day Holiday

Parish Government Holidays:

- M, Jan. 1, New Year's Day
- M, Jan. 15, Martin Luther King, Jr. Day
- M, February 12, President's Day Observed (Feb. 19)
- T, February 13, Mardi Gras
- F, March 29, Good Friday
- M, May 27, Memorial Day
- W, June 19, Juneteenth
- Th, July 4, Independence Day
- M, September 2, Labor Day
- M, November 11, Veterans Day
- Th & F, November 28 & 29, Thanksgiving and Day After
- T & W, December 24 & 25, Christmas Eve and Christmas
- T, December 31, New Year's Eve

NACo Legislative Conference:

February 10 - 13
Washington, D.C.

Police Jury Convention:

February 28 – March 1
Lake Charles, LA

Hurricane Conference:

March 25 - 28
Orlando, FL

NACo Annual Conference:

July 12 - 15
Hillsborough County (Tampa), FL