



St. Charles Parish

Supplemental Agenda

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

Parish Council

Council Chairman Dick Gibbs
Councilmembers Wendy Benedetto, Paul J. Hogan,
Terrell D. Wilson, Mary K. Clulee, William Billy Woodruff,
Marilyn B. Bellock, Traci A. Fletcher, Julia Fisher-Perrier

Monday, October 15, 2018

6:00 PM

Council Chambers, Courthouse

Final

ORDINANCES / RESOLUTIONS INTRODUCED FOR PUBLICATION / PUBLIC HEARING

Monday, November 5, 2018, 6:00 pm, Council Chambers, Courthouse, Hahnville

(No items for the regular Agenda)

- S* 1** 2018-0292 An ordinance to approve and authorize the execution of a Construction Contract with Sealevel Construction, Inc. for Project No. P080905-5D, grant reference Project No. H.013148, Ellington Drainage Pump Station Project, as part of the West Bank Hurricane Protection Levee Project, in the amount of \$8,288,890.00.

Sponsors: Mr. Cochran and Department of Public Works

- S* 9** 2018-0293 An ordinance to approve and authorize the Parish President to acquire a 0.0148 acre temporary construction servitude for use in the construction of the US 61 (Railroad Overpass to LA 50) Culvert Installation Project over property identified as Parcel No. 3-1, located on Lot 30-A-1, Almedia Plantation, Sec. 40, T12S - R9E in St. Rose, now or formerly owned by Tri-Logistics Construction L.L.C., which property is more particularly described in the attached "Temporary Construction Servitude" document.

Sponsors: Mr. Cochran and Department of Public Works

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.

2018-0292

INTRODUCED BY: **LARRY COCHRAN, PARISH PRESIDENT**
(DEPARTMENT OF PUBLIC WORKS)

ORDINANCE NO. _____

An ordinance to approve and authorize the execution of a Construction Contract with Sealevel Construction, Inc. for Project No. P080905-5D, grant reference Project No. H.013148, Ellington Drainage Pump Station Project, as part of the West Bank Hurricane Protection Levee Project, in the amount of \$8,288,890.00.

WHEREAS, sealed bids were received by St. Charles Parish on October 9, 2018 for Project No. P080905-5D, grant reference Project No. H.013148, Ellington Drainage Pump Station Project; and,

WHEREAS, Burk-Kleinpeter, Inc., Michael G. Jackson, P.E., the Engineer for the Project, has reviewed the bids and recommended that the Contract be awarded to the lowest responsive bidder, Sealevel Construction, Inc. in the amount of \$8,288,890.00; and,

WHEREAS, the Ellington Drainage Pump Station Project, as part of the West Bank Hurricane Protection Levee Project, will provide flood protection to approximately 536 residences, 25 businesses, and 13 public buildings located within the Ellington watershed area; and,

WHEREAS, the Ellington Drainage Pump Station Project consists of the installation of a new Drainage Pump Station, intake channel and discharge over the newly constructed Ellington Levee system protecting the Ellington watershed area. The project includes the purchase and installation of four (4) each 116 cfs pumps, 250 hp electric motor per pump, standby generator, station concrete structure, access road, intake channel, discharge piping and basin, automated bar screen cleaners; and,

WHEREAS, Resolution No. 6313 adopted on November 13, 2017, approved the execution of an Intergovernmental Agreement with the State of Louisiana Department of Transportation and Development under the Statewide Flood Control Construction Program to provide 70% of the Construction costs up to \$5,681,380.70 in funding for said project.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the bid of Sealevel Construction, Inc., for the construction of Project No. P080905-5D, grant reference Project No. H.013148, Ellington Drainage Pump Station Project, as part of the West Bank Hurricane Protection Levee Project, is hereby approved and accepted, in the amount of \$8,288,890.00.

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

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

And the ordinance was declared adopted this _____ day of _____, 2018 to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

SECTION 00500

CONTRACT

This agreement entered into this _____ day of _____, 20 _____, by Sealevel Construction, Inc., hereinafter called the "Contractor", whose business address is P. O. Box 1037, Thibodaux, LA 70302, 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:

Parish Project No. P080905-5D, Ellington Drainage Pump Station

ARTICLE 1

STATEMENT OF WORK

- 1.01 Contractor shall furnish all labor and materials and perform all of the work required to build, construct and complete in a thorough and workmanlike manner:
- 1.02 The abovementioned work shall be completed in strict accordance with Contract Documents prepared by: Burk-Kleinpeter, 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 August, 2018, Addenda number(s) 1, 2, 3, & 4, 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: Construction of a drainage pump station consisting of four vertical pumps, engines, right angle gears, screen cleaners, fuel system and a metal building, concrete intake and all mechanical, electrical and plumbing auxiliaries required for an operational station.

ARTICLE 2

ENGINEER

- 2.01 The Project has been designed by Burk-Kleinpeter, 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 all of the Work under the Contract within 500 calendar days from the date stated in the Notice to Proceed.

ARTICLE 4

LIQUIDATED DAMAGES

- 4.01 Owner and Contractor recognize that the Owner will suffer direct financial loss if Work is not completed within the Contract Time specified plus any extensions thereof allowed in accordance with these General Conditions of this Contract, and therefore, time is of the essence. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Contractor and Surety agree to forfeit and pay Owner One Thousand Five Hundred dollars \$1,500 per day as Liquidated Damages for delay (but not as a penalty). Such Liquidated Damages will be assessed for each calendar day that expires after the Contract Time. This amount represents a reasonable estimate of Owner's expenses for extended delays and the costs associated therein. This provision shall be effective between the parties ipso facto and without demand or putting in default, it being specifically agreed that the Contractor by his mere failure to complete the work on or before the date specified shall be deemed in default.

ARTICLE 5

CONTRACT PRICE

- 5.01 The Owner will pay and the Contractor will accept in full consideration for the performance of the Contract the sum of:
- a) (\$8,288,890.00) Eight Million, Two Hundred Eighty-Eight Thousand, Eight Hundred Ninety 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 to Four inclusive)
- h) Contract documents bearing the general title "Ellington Drainage Pump Station" dated August, 20 18.
- i) Drawings, consisting of a cover sheet dated) August 20 18 and the sheets listed on Drawing G0.0; each sheet bearing the following general title: Ellington Drainage Pump Station
- j) General Conditions (Section 00700)
- k) Supplementary Conditions (if applicable for compliance purposes) (Section 0800)

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

ARTICLE 9

MISCELLANEOUS

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

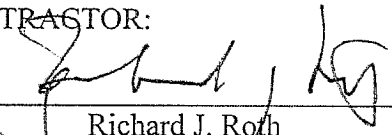
9.03 It is hereby agreed and understood by the parties hereto that any and all disputes that may result in litigation shall be litigated in the 29th Judicial District Court for the Parish of St. Charles.

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

OWNER: Parish of St. Charles

CONTRACTOR:

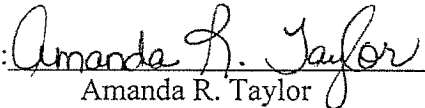
By: _____
Larry Cochran
Title: Parish President

By:  _____
Richard J. Roth
Title: President

ATTEST:

ATTEST:

By: _____
Title: _____

By:  _____
Amanda R. Taylor
Title: Contract Administrator

END OF SECTION

ELLINGTON DRAINAGE PUMP STATION
ST. CHARLES PARISH PROJECT NO. PAR0905-0D
BID TABULATION
10/9/18

ITEM	DESCRIPTION	Engineer's Estimate			BKX Construction Co., LLC			BuckTown Contracting Co.			Cyclo Construction Company LLC			Fleming Construction Co., LLC			M.R. Pittman Group, LLC			Seastval Construction Inc.			Shavers-Whittle Construction, LLC			Wharton Smith, Inc.						
		UNIT PRICE	QUANTITY	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST						
1	Mobilization	\$ 450,000.00	LS	1	\$ 450,000.00	\$ 450,000.00	\$ 430,000.00	\$ 430,000.00	\$ 922,000.00	\$ 922,000.00	\$ 1,153,000.00	\$ 1,153,000.00	\$ 400,000.00	\$ 400,000.00	\$ 380,000.00	\$ 380,000.00	\$ 500,000.00	\$ 500,000.00	\$ 600,000.00	\$ 600,000.00	\$ 500,000.00	\$ 500,000.00	\$ 750,280.00	\$ 750,280.00	\$ 500,000.00	\$ 500,000.00						
2	1/4" SQ. Precast Concrete Pile	\$ 42.00	LF	6,778	\$ 285,240.00	\$ 285,240.00	\$ 285,240.00	\$ 285,240.00	\$ 285,240.00	\$ 285,240.00	\$ 285,240.00	\$ 285,240.00	\$ 285,240.00	\$ 285,240.00	\$ 285,240.00	\$ 285,240.00	\$ 42.00	\$ 285,240.00	\$ 42.00	\$ 285,240.00	\$ 42.00	\$ 285,240.00	\$ 42.00	\$ 285,240.00	\$ 42.00	\$ 285,240.00	\$ 42.00	\$ 285,240.00				
3	1/4" SQ. Precast Concrete Pile	\$ 59,000.00	EACH	1	\$ 59,000.00	\$ 59,000.00	\$ 59,000.00	\$ 59,000.00	\$ 59,000.00	\$ 59,000.00	\$ 59,000.00	\$ 59,000.00	\$ 59,000.00	\$ 59,000.00	\$ 59,000.00	\$ 59,000.00	\$ 59,000.00	\$ 59,000.00	\$ 59,000.00	\$ 59,000.00	\$ 59,000.00	\$ 59,000.00	\$ 59,000.00	\$ 59,000.00	\$ 59,000.00	\$ 59,000.00	\$ 59,000.00	\$ 59,000.00				
4	Piling Test	\$ 750,000.00	EACH	1	\$ 750,000.00	\$ 750,000.00	\$ 750,000.00	\$ 750,000.00	\$ 750,000.00	\$ 750,000.00	\$ 750,000.00	\$ 750,000.00	\$ 750,000.00	\$ 750,000.00	\$ 750,000.00	\$ 750,000.00	\$ 750,000.00	\$ 750,000.00	\$ 750,000.00	\$ 750,000.00	\$ 750,000.00	\$ 750,000.00	\$ 750,000.00	\$ 750,000.00	\$ 750,000.00	\$ 750,000.00	\$ 750,000.00	\$ 750,000.00	\$ 750,000.00			
5	Reinforced Concrete Foundation Slab	\$ 700,000.00	EACH	1	\$ 700,000.00	\$ 700,000.00	\$ 700,000.00	\$ 700,000.00	\$ 700,000.00	\$ 700,000.00	\$ 700,000.00	\$ 700,000.00	\$ 700,000.00	\$ 700,000.00	\$ 700,000.00	\$ 700,000.00	\$ 700,000.00	\$ 700,000.00	\$ 700,000.00	\$ 700,000.00	\$ 700,000.00	\$ 700,000.00	\$ 700,000.00	\$ 700,000.00	\$ 700,000.00	\$ 700,000.00	\$ 700,000.00	\$ 700,000.00	\$ 700,000.00			
6	Structural Excavation	\$ 17,000.00	BCY	3,380	\$ 56,860.00	\$ 56,860.00	\$ 56,860.00	\$ 56,860.00	\$ 56,860.00	\$ 56,860.00	\$ 56,860.00	\$ 56,860.00	\$ 56,860.00	\$ 56,860.00	\$ 56,860.00	\$ 56,860.00	\$ 56,860.00	\$ 56,860.00	\$ 56,860.00	\$ 56,860.00	\$ 56,860.00	\$ 56,860.00	\$ 56,860.00	\$ 56,860.00	\$ 56,860.00	\$ 56,860.00	\$ 56,860.00	\$ 56,860.00	\$ 56,860.00			
7	Dewatering - Pump Station and Intake	\$ 50,000.00	LS	1	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00			
8	Structural Backfill	\$ 15,000.00	BCY	560	\$ 8,400.00	\$ 8,400.00	\$ 8,400.00	\$ 8,400.00	\$ 8,400.00	\$ 8,400.00	\$ 8,400.00	\$ 8,400.00	\$ 8,400.00	\$ 8,400.00	\$ 8,400.00	\$ 8,400.00	\$ 8,400.00	\$ 8,400.00	\$ 8,400.00	\$ 8,400.00	\$ 8,400.00	\$ 8,400.00	\$ 8,400.00	\$ 8,400.00	\$ 8,400.00	\$ 8,400.00	\$ 8,400.00	\$ 8,400.00	\$ 8,400.00			
9	Steel Sheet Pile Wall	\$ 50.00	LF	21,710	\$ 1,085,500.00	\$ 1,085,500.00	\$ 1,085,500.00	\$ 1,085,500.00	\$ 1,085,500.00	\$ 1,085,500.00	\$ 1,085,500.00	\$ 1,085,500.00	\$ 1,085,500.00	\$ 1,085,500.00	\$ 1,085,500.00	\$ 1,085,500.00	\$ 1,085,500.00	\$ 50.00	\$ 1,085,500.00	\$ 50.00	\$ 1,085,500.00	\$ 50.00	\$ 1,085,500.00	\$ 50.00	\$ 1,085,500.00	\$ 50.00	\$ 1,085,500.00	\$ 50.00	\$ 1,085,500.00			
10	Concrete Dry Bottom	\$ 625.00	CF	60	\$ 375,000.00	\$ 375,000.00	\$ 375,000.00	\$ 375,000.00	\$ 375,000.00	\$ 375,000.00	\$ 375,000.00	\$ 375,000.00	\$ 375,000.00	\$ 375,000.00	\$ 375,000.00	\$ 375,000.00	\$ 625.00	\$ 375,000.00	\$ 625.00	\$ 375,000.00	\$ 625.00	\$ 375,000.00	\$ 625.00	\$ 375,000.00	\$ 625.00	\$ 375,000.00	\$ 625.00	\$ 375,000.00	\$ 625.00	\$ 375,000.00		
11	Reinforced Concrete Foundation Slab	\$ 700.00	CF	300	\$ 210,000.00	\$ 210,000.00	\$ 210,000.00	\$ 210,000.00	\$ 210,000.00	\$ 210,000.00	\$ 210,000.00	\$ 210,000.00	\$ 210,000.00	\$ 210,000.00	\$ 210,000.00	\$ 210,000.00	\$ 700.00	\$ 210,000.00	\$ 700.00	\$ 210,000.00	\$ 700.00	\$ 210,000.00	\$ 700.00	\$ 210,000.00	\$ 700.00	\$ 210,000.00	\$ 700.00	\$ 210,000.00	\$ 700.00	\$ 210,000.00		
12	Reinforced Concrete Foundation Slab	\$ 1,200.00	CF	414	\$ 496,800.00	\$ 496,800.00	\$ 496,800.00	\$ 496,800.00	\$ 496,800.00	\$ 496,800.00	\$ 496,800.00	\$ 496,800.00	\$ 496,800.00	\$ 496,800.00	\$ 496,800.00	\$ 496,800.00	\$ 1,200.00	\$ 496,800.00	\$ 1,200.00	\$ 496,800.00	\$ 1,200.00	\$ 496,800.00	\$ 1,200.00	\$ 496,800.00	\$ 1,200.00	\$ 496,800.00	\$ 1,200.00	\$ 496,800.00	\$ 1,200.00	\$ 496,800.00		
13	Reinforced Concrete Bridge Approach Slab	\$ 800.00	CF	60	\$ 48,000.00	\$ 48,000.00	\$ 48,000.00	\$ 48,000.00	\$ 48,000.00	\$ 48,000.00	\$ 48,000.00	\$ 48,000.00	\$ 48,000.00	\$ 48,000.00	\$ 48,000.00	\$ 48,000.00	\$ 800.00	\$ 48,000.00	\$ 800.00	\$ 48,000.00	\$ 800.00	\$ 48,000.00	\$ 800.00	\$ 48,000.00	\$ 800.00	\$ 48,000.00	\$ 800.00	\$ 48,000.00	\$ 800.00	\$ 48,000.00		
14	Reinforced Concrete Bridge Approach Slab	\$ 40.00	CF	970	\$ 39,200.00	\$ 39,200.00	\$ 39,200.00	\$ 39,200.00	\$ 39,200.00	\$ 39,200.00	\$ 39,200.00	\$ 39,200.00	\$ 39,200.00	\$ 39,200.00	\$ 39,200.00	\$ 39,200.00	\$ 40.00	\$ 39,200.00	\$ 40.00	\$ 39,200.00	\$ 40.00	\$ 39,200.00	\$ 40.00	\$ 39,200.00	\$ 40.00	\$ 39,200.00	\$ 40.00	\$ 39,200.00	\$ 40.00	\$ 39,200.00		
15	Pump Sump Access Grating	\$ 64,000.00	LS	1	\$ 64,000.00	\$ 64,000.00	\$ 64,000.00	\$ 64,000.00	\$ 64,000.00	\$ 64,000.00	\$ 64,000.00	\$ 64,000.00	\$ 64,000.00	\$ 64,000.00	\$ 64,000.00	\$ 64,000.00	\$ 64,000.00	\$ 64,000.00	\$ 64,000.00	\$ 64,000.00	\$ 64,000.00	\$ 64,000.00	\$ 64,000.00	\$ 64,000.00	\$ 64,000.00	\$ 64,000.00	\$ 64,000.00	\$ 64,000.00	\$ 64,000.00	\$ 64,000.00		
16	Miscellaneous Structural Steel	\$ 56,480.00	LS	1	\$ 56,480.00	\$ 56,480.00	\$ 56,480.00	\$ 56,480.00	\$ 56,480.00	\$ 56,480.00	\$ 56,480.00	\$ 56,480.00	\$ 56,480.00	\$ 56,480.00	\$ 56,480.00	\$ 56,480.00	\$ 56,480.00	\$ 56,480.00	\$ 56,480.00	\$ 56,480.00	\$ 56,480.00	\$ 56,480.00	\$ 56,480.00	\$ 56,480.00	\$ 56,480.00	\$ 56,480.00	\$ 56,480.00	\$ 56,480.00	\$ 56,480.00	\$ 56,480.00	\$ 56,480.00	
17	CMU Block Building Roof	\$ 450.00	SF	1,180	\$ 531,000.00	\$ 531,000.00	\$ 531,000.00	\$ 531,000.00	\$ 531,000.00	\$ 531,000.00	\$ 531,000.00	\$ 531,000.00	\$ 531,000.00	\$ 531,000.00	\$ 531,000.00	\$ 531,000.00	\$ 450.00	\$ 531,000.00	\$ 450.00	\$ 531,000.00	\$ 450.00	\$ 531,000.00	\$ 450.00	\$ 531,000.00	\$ 450.00	\$ 531,000.00	\$ 450.00	\$ 531,000.00	\$ 450.00	\$ 531,000.00		
18	Miscellaneous Building Items	\$ 450,000.00	LS	1	\$ 450,000.00	\$ 450,000.00	\$ 450,000.00	\$ 450,000.00	\$ 450,000.00	\$ 450,000.00	\$ 450,000.00	\$ 450,000.00	\$ 450,000.00	\$ 450,000.00	\$ 450,000.00	\$ 450,000.00	\$ 450,000.00	\$ 450,000.00	\$ 450,000.00	\$ 450,000.00	\$ 450,000.00	\$ 450,000.00	\$ 450,000.00	\$ 450,000.00	\$ 450,000.00	\$ 450,000.00	\$ 450,000.00	\$ 450,000.00	\$ 450,000.00	\$ 450,000.00	\$ 450,000.00	
19	Discharge Pipe Concrete Scaffolds	\$ 1,800.00	CF	500	\$ 900,000.00	\$ 900,000.00	\$ 900,000.00	\$ 900,000.00	\$ 900,000.00	\$ 900,000.00	\$ 900,000.00	\$ 900,000.00	\$ 900,000.00	\$ 900,000.00	\$ 900,000.00	\$ 900,000.00	\$ 1,800.00	\$ 900,000.00	\$ 1,800.00	\$ 900,000.00	\$ 1,800.00	\$ 900,000.00	\$ 1,800.00	\$ 900,000.00	\$ 1,800.00	\$ 900,000.00	\$ 1,800.00	\$ 900,000.00	\$ 1,800.00	\$ 900,000.00		
20	Site Fence Gate	\$ 2,300.00	EACH	2	\$ 4,600.00	\$ 4,600.00	\$ 4,600.00	\$ 4,600.00	\$ 4,600.00	\$ 4,600.00	\$ 4,600.00	\$ 4,600.00	\$ 4,600.00	\$ 4,600.00	\$ 4,600.00	\$ 4,600.00	\$ 2,300.00	\$ 4,600.00	\$ 2,300.00	\$ 4,600.00	\$ 2,300.00	\$ 4,600.00	\$ 2,300.00	\$ 4,600.00	\$ 2,300.00	\$ 4,600.00	\$ 2,300.00	\$ 4,600.00	\$ 2,300.00	\$ 4,600.00		
21	Discharge Protective Ground Slope Paving w/ wwl (4" Thick)	\$ 77,460.00	SY	728	\$ 558,196.80	\$ 558,196.80	\$ 558,196.80	\$ 558,196.80	\$ 558,196.80	\$ 558,196.80	\$ 558,196.80	\$ 558,196.80	\$ 558,196.80	\$ 558,196.80	\$ 558,196.80	\$ 558,196.80	\$ 77,460.00	\$ 558,196.80	\$ 77,460.00	\$ 558,196.80	\$ 77,460.00	\$ 558,196.80	\$ 77,460.00	\$ 558,196.80	\$ 77,460.00	\$ 558,196.80	\$ 77,460.00	\$ 558,196.80	\$ 77,460.00	\$ 558,196.80		
22	Discharge Piping	\$ 124,000.00	EA	4	\$ 496,000.00	\$ 496,000.00	\$ 496,000.00	\$ 496,000.00	\$ 496,000.00	\$ 496,000.00	\$ 496,000.00	\$ 496,000.00	\$ 496,000.00	\$ 496,000.00	\$ 496,000.00	\$ 496,000.00	\$ 124,000.00	\$ 496,000.00	\$ 124,000.00	\$ 496,000.00	\$ 124,000.00	\$ 496,000.00	\$ 124,000.00	\$ 496,000.00	\$ 124,000.00	\$ 496,000.00	\$ 124,000.00	\$ 496,000.00	\$ 124,000.00	\$ 496,000.00		
23	Pump Sump Recovery System	\$ 50,000.00	EA	4	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ 50,000.00	\$ 200,000.00	\$ 50,000.00	\$ 200,000.00	\$ 50,000.00	\$ 200,000.00	\$ 50,000.00	\$ 200,000.00	\$ 50,000.00	\$ 200,000.00	\$ 50,000.00	\$ 200,000.00	\$ 50,000.00	\$ 200,000.00	\$ 50,000.00	
24	Bar Stock Chain and Reel Cleaner	\$ 230,000.00	EA	4	\$ 920,000.00	\$ 920,000.00	\$ 920,000.00	\$ 920,000.00	\$ 920,000.00	\$ 920,000.00	\$ 920,000.00	\$ 920,000.00	\$ 920,000.00	\$ 920,000.00	\$ 920,000.00	\$ 920,000.00	\$ 230,000.00	\$ 920,000.00	\$ 230,000.00	\$ 920,000.00	\$ 230,000.00	\$ 920,000.00	\$ 230,000.00	\$ 920,000.00	\$ 230,000.00	\$ 920,000.00	\$ 230,000.00	\$ 920,000.00	\$ 230,000.00	\$ 920,000.00	\$ 230,000.00	
25	Slabon Plumbing	\$ 32,700.00	LS	1	\$ 32,700.00	\$ 32,700.00	\$ 32,700.00	\$ 32,700.00	\$ 32,700.00	\$ 32,700.00	\$ 32,700.00	\$ 32,700.00	\$ 32,700.00	\$ 32,700.00	\$ 32,700.00	\$ 32,700.00	\$ 32,700.00	\$ 32,700.00	\$ 32,700.00	\$ 32,700.00	\$ 32,700.00	\$ 32,700.00	\$ 32,700.00	\$ 32,700.00	\$ 32,700.00	\$ 32,700.00	\$ 32,700.00	\$ 32,700.00	\$ 32,700.00	\$ 32,700.00	\$ 32,700.00	\$ 32,700.00
26	HVAC	\$ 7,100.00	LS	1	\$ 7,100.																											

2018-0293

**INTRODUCED BY: LARRY COCHRAN PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)**

ORDINANCE NO. _____

An ordinance to approve and authorize the Parish President to acquire a 0.0148 acre temporary construction servitude for use in the construction of the US 61 (Railroad Overpass to LA 50) Culvert Installation Project over property identified as Parcel No. 3-1, located on Lot 30-A-1, Almedia Plantation, Sec. 40, T12S – R9E in St. Rose, now or formerly owned by Tri-Logistics Construction L.L.C., which property is more particularly described in the attached "Temporary Construction Servitude" document.

WHEREAS, the Louisiana Department of Transportation and Development (DOTD) is designing road improvements to US 61; and,

WHEREAS, drainage improvements are needed to convey stormwater from the south-side to the north-side of US 61 in the St. Rose area; and,

WHEREAS, the parish is collaborating with DOTD to add the design of stormwater culverts across US 61 to improve drainage; and,

WHEREAS, the proposed drainage improvement requires the acquisition of a temporary construction servitude over Parcel No. 3-1, located on Lot 30-A-1, Almedia Plantation, Sec. 40, T12S – R9E in St. Rose, which property is more particularly described in the attached "Temporary Construction Servitude" document; and,

WHEREAS, the drainage improvement and the acquisition of the hereinafter described servitude is in furtherance of the public's best interest and purpose, and is in satisfaction of a public need.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Parish President is hereby authorized to purchase at a price not to exceed its appraised value of \$582.00 the property more particularly described in the "Temporary Construction Servitude" document attached hereto and made a part hereof, from now or formerly owned by Tri-Logistics Construction L.L.C.

SECTION II. That the Parish President is hereby authorized to execute any and all documents necessary to complete said purchase on behalf of St. Charles Parish.

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

And the ordinance was declared adopted the _____ day of _____, 2018, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

STATE PROJECT NO. H.000320
US 61 (RAILROAD OVERPASS TO LA 50)
CULVERT INSTALLATION PROJECT
ST. CHARLES PARISH
PARCEL NO. 3-1

TEMPORARY CONSTRUCTION SERVITUDE

STATE OF LOUISIANA
PARISH OF ST. CHARLES

BEFORE ME, the undersigned notaries public, and in the presence of the undersigned competent witnesses, personally came and appeared:

TRI-LOGISTICS CONSTRUCTION CO., L.L.C. (XX-XXX_____), Grantor, a Limited Liability Company, whose mailing address is 10040 Jefferson Highway, River Ridge, LA 70123, appearing herein by and through **JODIE R. CANNON**, duly authorized pursuant to a Certificate of Authority by the member of said limited liability company, signed and executed on the ____ day of _____, 2018, attached hereto and made part hereof; and **ST. CHARLES PARISH**, Grantee, a political subdivision of the State of Louisiana, herein represented by Larry Cochran, its Parish President, whose mailing address is P. O. Box 302, Hahnville, Louisiana, 70057;

Grantor in consideration of the benefits, uses and advantages accruing to Grantor and for and upon such other terms and conditions or considerations hereinafter expressed does hereby grant, transfer, assign, set over and deliver unto the Grantee the following described temporary construction servitude for use in the construction of the US 61 (Railroad Overpass to LA 50) Culvert Installation Project (“Project”), situated in St. Charles Parish, Louisiana:

Parcel 3-1 Temporary Construction Servitude

A certain tract or portion of ground being described as a temporary construction servitude for the installation of a culvert crossing US 61 near the town of St. Rose. More fully shown on a SURVEY SHOWING TEMPORARY CONSTRUCTION SERVITUDE FOR LaDOTD STATE PROJECT “US 61 RAILROAD OVERPASS TO La 50” PROJECT NO. H.000320 LOCATED ON LOT 30-A-1, ALMEDIA PLANTATION, SEC. 40, T12S – R9E IN ST. ROSE, ST. CHARLES PARISH, LOUISIANA NOW OR FORMERLY OWNED BY TRI-LOGISTICS CONSTRUCTION L.L.C. and the design plans entitled “US 61 Railroad Overpass to LA 50 DOTD project number H.000320” being located across the front of the Tri-Logistics Construction CO., L.L.C. property, Lot 30-A-1, in what is known as Almedia Plantation, situated in the Parish of St. Charles, State of Louisiana, in Section 40, T12S-R9E, resubdivision of a portion of Lot 30-

A, a portion of Lot 31, and a revocation of a portion of a 16 foot roadway and 8 foot ditch into Lots 31-A, 31-B and 30-A-1 Almedia Plantation Subdivision, the Southeastern East of the Mississippi River Land District, more particularly described as follows:

The station and offsets are based on the referenced design Project and Adopted baseline. Commencing at station 166+08.00 thence an offset to the right a distance of approximately 78.36 feet to a point of beginning (POB) common with this northern right of way of US 61; thence $S72^{\circ}12'42.70''W$, a distance of approximately 28.00 feet to a point located at station 166+36.00 and an offset of 78.32 feet; thence $N17^{\circ}42'43.45''W$, a distance of approximately 23.01 feet to a point located at station 166+36.00 and an offset of 101.33 feet; thence $N71^{\circ}50'49.03''E$, a distance of approximately 28.00 feet to a point located at station 166+08.00 and an offset of 101.55 feet, thence $S17^{\circ}42'43.45''E$, a distance of approximately 23.19 feet to the point of beginning common to the US 61 right of way containing 0.0148 acres or 646.71 square feet, more or less, of said temporary construction servitude and more fully shown on a SURVEY SHOWING TEMPORARY CONSTRUCTION SERVITUDE FOR LaDOTD STATE PROJECT "US 61 RAILROAD OVERPASS TO LA 50" PROJECT NO. H.000320 LOCATED ON LOT 30-A-1, ALMEDIA PLANTATION, SEC. 40, T12S – R9E IN ST. ROSE, ST. CHARLES PARISH, LOUISIANA NOW OR FORMERLY OWNED BY TRI-LOGISTICS CONSTRUCTION L.L.C. and a design plans entitled "US 61 Railroad Overpass to LA 50 DOTD project number H.000320", located in Section 40, T12S-R9E East of the Mississippi River, St. Charles Parish, Louisiana, prepared for St. Charles Parish Department of Public Works and Wastewater by Shread- Kuyrkendall and Associates Inc., Baton Rouge, Louisiana, prepared for St. Charles Parish Department of Public Works and Wastewater by Shread- Kuyrkendall and Associates Inc., Baton Rouge, Louisiana, dated May 29, 2018.

Being the same property acquired by Tri-Logistics Construction Co., L.L.C. from June Elfer Luck, wife of/and John Luck by Cash Sale dated April 23, 2003 and recorded in the St. Charles Parish Clerk of Court Conveyance Records on April 23, 2003 in COB 618, Folio 75, Instrument Number 278861.

Grantee is hereby authorized, in the construction and maintenance of said Project, to remove from the property herein described earth and other material in accordance with usual construction and maintenance policies.

The Grantee shall pay unto Grantor for the temporary construction servitude(s) hereby conveyed, upon approval by the Grantee of Grantor's title to the hereinabove property, free and clear of all encumbrances of any kind or nature whatsoever, and in full settlement and satisfaction of any

and all claims for damages resulting from the grant of said temporary construction servitude(s), the price and sum of FIVE HUNDRED EIGHT-TWO AND NO/100 (\$582.00) DOLLARS.

Grantor acknowledges and agrees that the consideration provided herein constitutes full and final settlement for the temporary construction servitude herein granted and for any and all diminution in the value of Grantor's remaining property as a result of the granting of this temporary right of way for the purposes of constructing drainage improvements.

It is agreed and understood that prior to completion of the said project, the property upon which the hereinabove described temporary construction servitude is located shall be left free of all construction scars.

The temporary construction servitude hereby granted shall be for a term of one (1) year at FIVE HUNDRED EIGHT TWO AND NO/100 (\$582.00) DOLLARS per year and shall commence upon the date a work order is issued to the contractor, for construction of the respective construction project for which the servitude is required.

Should the above recited term not be sufficient to complete the Project, the Grantor grants to the Grantee the option to extend the servitude for an additional one (1) year at the same terms and conditions as herein specified. This extension shall be automatic.

It is further agreed and understood that the Grantee's rights to the said temporary construction servitude shall terminate upon the date of Final Acceptance of the said Project by the Parish of St. Charles recorded in the mortgage records of the St. Charles Parish Clerk of Court. The fee simple title to the said Parcel 3-1 shall remain vested in the Grantor.

Grantor retains the rights to fully use and enjoy the above-described property, except as to the rights herein above granted. Grantee agrees to indemnify and hold harmless Grantor from any and all damages, which Grantor may suffer, caused either wholly or in part, by reason of the negligence of the Parish of St. Charles, its agents or employees, in the installation, operation, and/or maintenance of this temporary construction servitude.

During the construction of the Project, Grantee, its agents and employees, shall not impede Grantor's access to the private roadway shown as 25' Access Servitude on the SURVEY SHOWING TEMPORARY CONSTRUCTION SERVITUDE FOR LaDOTD STATE PROJECT "US 61 RAILROAD OVERPASS TO La 50" PROJECT NO. H.000320 LOCATED ON LOT 30-A-1, ALMEDIA PLANTATION, SEC. 40, T12S – R9E IN ST. ROSE, ST. CHARLES PARISH, LOUISIANA NOW OR FORMERLY OWNED BY TRI-LOGISTICS CONSTRUCTION L.L.C. prepared by Shread- Kuyrkendall and Associates Inc., Baton Rouge, Louisiana, dated May 29, 2018.

It is agreed and understood that prior to completion of the said Project, the property upon which the hereinabove described temporary construction servitude is located shall be left free of all construction scars.

This agreement shall be executed in quadruplicate, each of which shall constitute an original document which shall be binding upon any of the parties executing same. To facilitate recordation of this agreement, the parties hereto agree that individual signature and acknowledgement pages from the various counterparts may be merged and combined with signature and acknowledgement pages from other counterparts.

[Remainder of page intentionally left blank]

IN TESTIMONY WHEREOF, the party hereto has signed, executed, and acknowledged this instrument as his/her free and voluntary act, in quadruplicate originals, in the presence of the two undersigned competent witnesses, as of the ____ day of _____, 2018, after a due reading of the whole.

WITNESSES:

GRANTOR: TRI-LOGISTICS
CONSTRUCTION CO., L.L.C.

Print Name

By: JODIE R. CANNON
Its: MEMBER

Print Name

NOTARY PUBLIC

Printed Name: _____
Notary Identification or Bar Roll No.: _____
My Commission expires: _____

IN TESTIMONY WHEREOF, the party hereto has signed, executed, and acknowledged this instrument as his free and voluntary act, in quadruplicate originals, in the presence of the two undersigned competent witnesses, as of the ____ day of _____, 2018, after a due reading of the whole.

WITNESSES:

GRANTEE:
ST. CHARLES PARISH

LARRY COCHRAN, PRESIDENT

Print Name

Print Name

ACKNOWLEDGEMENT

STATE OF _____
PARISH OF LOUISIANA

BEFORE ME, the undersigned authority, duly qualified in and for the aforesaid Parish/County and State, personally came and appeared _____, a person of the full age of majority and personally known to me, Notary, who by me having been duly sworn, declared and acknowledged that **LARRY COCHRAN**, signed the above and foregoing instrument on the date thereof for the objects and purposes therein expressed and acknowledged said instrument to be his voluntary act and deed.

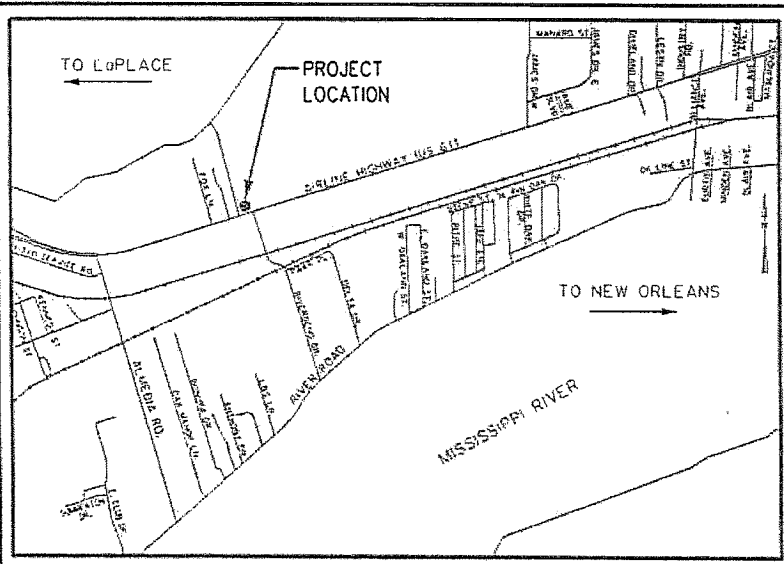
IN FAITH WHEREOF, Appearer executed this acknowledgment in the aforesaid Parish of _____, State of Louisiana, on this ____ day of _____, 2018, before me, the undersigned Notary Public, duly commissioned and qualified.

NOTARY PUBLIC

Printed Name: _____

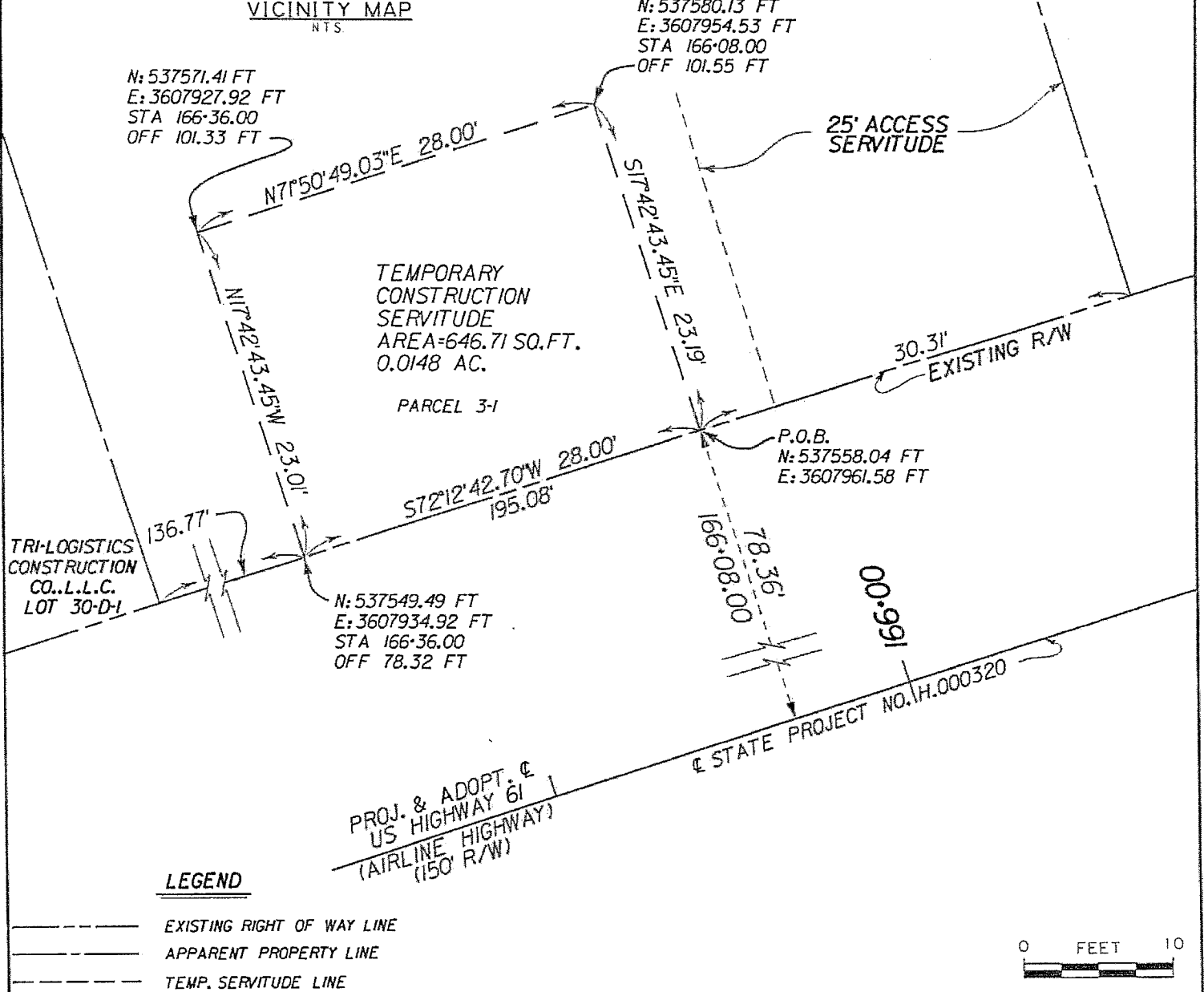
Notary Identification or Bar Roll No.: _____

My Commission expires: _____



**TRI-LOGISTICS
CONSTRUCTION
CO., L.L.C.
LOT 30-A-1**
R.A.=2.23 AC.
(PER DEED)

LUCK, JUNE



- NOTES:
1. REFERENCE MAP ENTITLED, "RESUBDIVISION OF A PORTION OF LOT 30-A, A PORTION OF LOT 31, AND REVOCATION OF A PORTION OF A 16²/₃₂ ROADWAY & 8³/₂ DITCH INTO LOTS 31-A, 31-B, 30-A-1 ALMEDIA PLANTATION SECTION 40 T12S-R9E ST CHARLES PARISH, LOUISIANA. DATED MAY 3RD, 1998, RECORDED IN ENTRY NO. 221380, COB 538, FOLIO 576.
 2. US 61 HWY ROW TAKEN FROM MAPS ENTITLED: PLAN AND PROFILE OF PROPOSED STATE HIGHWAY FEDERAL AID PROJECT E-173-B-REOP & EXT., FEDERAL AID PROJECT E-173-C-REVISED, STATE PROJECT NO 3601-B-4, BONNET CARRE SPILLWAY -KENNER HWY., ST CHARLES AND JEFFERSON PARISH. DATED MARCH 7, 1933
 3. THE SERVITUDES SHOWN ON THIS PLAN ARE LIMITED TO THOSE CONTAINED WITHIN THE LATEST DEED OF RECORD AND ARE SHOWN.
 4. WETLAND DETERMINATION NOT A PART OF THIS SURVEY
 5. FLOOD ZONE DETERMINATION NOT A PART OF THIS SURVEY
 6. COORDINATES SHOWN ARE LA STATE PLANE SOUTH ZONE 1702 AND BASED OFF CONTROL AND BASELINE FOR L&DOTD STATE PROJECT NO. H.000320

**SURVEY SHOWING
TEMPORARY CONSTRUCTION SERVITUDE
FOR L&DOTD STATE PROJECT
"US 61 RAILROAD OVERPASS TO Lo 50"
PROJECT NO. H.000320
LOCATED ON LOT 30-A-1, ALMEDIA PLANTATION,
SEC. 40, T12S R9E
ST. ROSE, ST. CHARLES PARISH, LOUISIANA
NOW OR FORMERLY OWNED BY
TRI-LOGISTICS CONSTRUCTION L.L.C.**

I, HEREBY, CERTIFY THAT THIS PLAT REPRESENTS THE SURVEY PERFORMED BY ME, ON THE GROUND, IS CORRECT, AND IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE, AS OF THIS DATE, AS STIPULATED BY CLASSIFICATION C SURVEYS.

DRAWN BY: D.B.S. CALC. BY: B.C.J.
DATE: MAY 29, 2018 CHECKED BY: A.D.S.

STATE OF LOUISIANA
* * * * *
ANDREW D. SHREAD
License No. 5087
PROFESSIONAL
LAND SURVEYOR
(Signature)
ANDREW D. SHREAD
PROFESSIONAL LAND SURVEYOR #5087