

PUBLIC NOTICE - Notice Is Hereby Given That the Tangipahoa Parish Council Will Meet in **Regular Session** on Monday, September 23, 2019 Immediately Following the Public Hearing Held At 5:30 PM At Tangipahoa Parish Government Building, 206 East Mulberry Street, Amite, Louisiana, contact number (985) 748-3211

PUBLIC HEARING - Notice Is Hereby Given That a Public Hearing Will Be Held by The Tangipahoa Parish Council on Monday, September 23, 2019 at 5:30 PM At Tangipahoa Parish Government Building, 206 East Mulberry Street, Amite, Louisiana, contact number (985)748-3211, on the following:

-T.P. Ordinance No. 19-39- An ordinance to grant a variance to ordinances 97-25- adoption of state sanitary code and 19-13- mobile home placement standards for David Falcone at 13121 Brickyard Road, Independence, La 70443

**Tangipahoa Parish Council
Tangipahoa Parish Government Building
206 East Mulberry Street, Amite, LA 70422
Regular Meeting Immediately Following Public Hearing
September 23, 2019**

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE *(All Veterans and active military, please render the proper salute)*

ROLL CALL

CELL PHONES - *Please Mute or Turn Off*

ADOPTION OF MINUTES- Regular meeting dated September 9, 2019

PUBLIC INPUT - *Anyone Wishing to Address Agenda Items Which Were Not on Public Hearing*

PARISH PRESIDENT'S REPORT

1. Approval of Bid- Landfill Alternate Daily Cover
2. Approval of Change Order No. 2- Overlay Program No. 2 of FY 2019
3. Approval of Change Order No. 3- Club Deluxe Road Overlay and Widening
4. Approval of MOU with the City of Ponchatoula for FTA Funded Sidewalks

REGULAR BUSINESS

5. TPC Acting as Board of Review for 2019
6. Adoption of T.P. Ordinance No. 19-39- An ordinance to grant a variance to ordinances 97-25- adoption of state sanitary code and 19-13- mobile home placement standards for David Falcone at 13121 Brickyard Road, Independence, La 70443
7. Introduction of T.P. Ordinance No. 19-40- An ordinance to authorize the Parish President or his authorized designee to execute any and all documents in regards to the purchase and acquisition of property through the FEMA Hazard Mitigation Grant Program (HMGP)
8. Introduction of Ordinance No. 19-41- An ordinance placing no truck route signs on Harvey Lavigne Road and Mike Cooper Road in District No. 8 in Tangipahoa Parish in accordance with Chapter 20 streets, roads, sidewalks and drainage- Article I, in General- Section 20
9. Adoption of T.P. Resolution No. R19-22- A Resolution Regarding National Bridge Inspection Standards

BEER, WINE, AND LIQUOR PERMITS

10. Angie's Blackcat, LLC (New Ownership)
51555 Highway 51
Tickfaw, LA 70466
Class B, Class A/B

LEGAL MATTERS

11. Approval to Hire Special Legal Counsel- Precinct Updates

COUNCILMEN'S PRIVILEGES

ADJOURN

Kristen Pecararo
Clerk of Council

Daily Star
Please Publish September 15, 2019

Posted @ T.P. Courthouse Annex September 15, 2019

In Accordance with the Americans with Disabilities Act, If You Need Special Assistance, please contact Kristen Pecararo at 985-748-2290 describing the Assistance that is necessary.

**TANGIPAOA PARISH GOVERNMENT
LANDFILL ALTERNATE DAILY COVER BID
BID OPENING SEPTEMBER 13, 2019**

BIDDER NAME	UNIT	UNIT PRICE	COST PER 1000-GALLON LOAD
LSC Environmental Products, LLC	500 BULK SAK	330.00 EACH	330.00
Space Savers, Inc.	BAG	10.65	127.80



Donna Domiano <ddomiano@tangipahoa.org>

Attached Image

Ricardo C. de Abreu, Ph.D., P.E. <ricardo@fdaengineers.com>

Mon, Sep 16, 2019 at 12:16 PM

To: Donna Domiano <ddomiano@tangipahoa.org>

Cc: Donnie Colona <dcolona@tangipahoa.org>, "Connie Henry (chenry@tangipahoa.org)" <chenry@tangipahoa.org>

Ms. Donna,

It seems that Quick Cover LT is a cellulose-fiber based spray slurry and not a clay-based slurry as required by the specifications in the bid documents. Specifically, the bid documents states that "Products containing cellulose fibers as the major sold constituent are not acceptable." Therefore, it is my opinion that the product does not follow the specifications.

Please let me know in case you have any questions. Thank you,

Ricardo

[Quoted text hidden]

**TANGIPAHOA PARISH GOVERNMENT
CONTRACT CHANGE ORDER**

Date September 19, 2019

2.

To (Contractor)

COASTAL BRIDGE COMPANY, LLC
4825 JAMESTOWN AVENUE
BATON ROUGE, LA. 708008

Project No. Overlay Program #2
FY 2019

Location Tangipahoa Parish

Contract No.

Change Order No. 2

You are hereby requested to comply with the following changes from the contract plans and specifications:

Item No. (1)	Description of changes - quantities, units, unit prices, change in completion schedule, etc. (2)	Decrease in contract price (3)	Increase in contract price (4)
1	ADD A ADDITIONAL MOBILIZATION (INCLUDING ADDITIONAL ADVANCE WARNING SIGNS) TO THE CONTRACT		\$12,750.00
Change in contract price due to this Change Order: Total decrease _____ \$ _____ Total increase _____ \$ _____ Difference between Col. (3) and (4) _____ \$ _____ Net (INCREASE) contract _____ \$ _____			_____ \$ _____ _____ \$ _____ _____ \$ 12,750.00 _____ \$ _____ _____ \$ 12,750.00

The sum of \$ **12,750.00** Is hereby **added from** (increase from) the total contract price, and the total adjusted contract price to date thereby is \$524,588.37. The time provide for completion in the contract is **(unchanged)** (increased (decreased) by **-0-** Calendar days. This document shall become an amendment to the contract and all provisions of the contract will apply hereto.

2.

Recommended by _____ Architect/Engineer _____ Date _____
Accepted by _____ Contractor _____ Date _____
Approved by _____ Owner _____ Date _____

JUSTIFICATION FOR CHANGE	Project No. Overlay Program #2 FY 2019
	Contract No.
	Change Order No. 2

1. Necessity for change:

2. Is proposed change an alternate bid? Yes No

3. Will proposed change alter the physical size of the project?
If "Yes," explain. Yes No

QUANTITIES WILL INCREASE BY THE FOLLOWING ESTIMATED AMOUNTS:

Approximately 0 square yards of soil cement (8"Depth 6% Cement), approximately 0 square yards of soil cement (12"Depth 8% Cement), approximately 0 tons of asphaltic concrete, approximately 0 square yards of cold planing, approximately 0 miles of plastic pavement striping (Solid) and approximately 0 miles of plastic pavement striping (Broken).

4. Effect of this change on other prime contractors:

NONE

5. Has consent of surety been obtained?

Yes Not necessary

6. Will this change affect expiration or extent of insurance coverage?

Yes No
 Yes No

Effect on operation and maintenance cost:

Future maintenance costs for the added roads will be greatly reduced

Owner _____

Date _____

TANGIPAOA PARISH GOVERNMENT CHANGE ORDER

CHANGE ORDER NO. 3

DATE: August 20, 2019

PROJECT NUMBER AND DESCRIPTION: Club Deluxe Road Overlay and Widening
CDBG No. 53PARA2101
HMGP No. 1603-105-0011

CONTRACTOR: Beverly Construction Co., LLC

ADDRESS: 1215 River Road
Bridge City, LA 70094

ITEM NO.	ITEM	UNIT	UNIT PRICE	REVISED		ORIGINAL	
				QUANTITY	AMOUNT	QUANTITY	AMOUNT
RW-8	Embankment	Cu. Yd.	\$18.00	26,853	\$483,354.00	19,945	\$359,010.00
RW-11	Class II Base Course (8" Thick Soil Cement)	Sq. Yd.	\$6.40	25,035	\$160,224.00	40,300	\$257,920.00
RW-14	Superpave Asphaltic Concrete (Leveling Course)	Tons	\$66.00	2,679.69	\$176,859.54	3,350	\$221,100.00
RW-15	Superpave Asphaltic Concrete (Binder Course)	Tons	\$67.00	13,835	\$926,945.00	14,205	\$951,735.00
SD-2	15" Reinforced Concrete Pipe	Lin. Ft.	\$61.00	266	\$16,226.00	480	\$29,280.00
SD-3	18" Reinforced Concrete Pipe	Lin. Ft.	\$66.00	864	\$57,024.00	985	\$65,010.00
SD-4	24" Reinforced Concrete Pipe	Lin. Ft.	\$96.50	2,459	\$237,293.50	2,600	\$250,900.00
SD-5	30" Reinforced Concrete Pipe	Lin. Ft.	\$110.00	2,779	\$305,690.00	2,890	\$317,900.00
SD-6	36" Reinforced Concrete Pipe	Lin. Ft.	\$137.00	2,877	\$394,149.00	3,195	\$437,715.00
SD-7	42" Reinforced Concrete Pipe	Lin. Ft.	\$158.00	1,232	\$194,656.00	1,390	\$219,620.00
SD-8	42" Reinforced Concrete Pipe Arch	Lin. Ft.	\$175.00	968	\$169,400.00	805	\$140,875.00
SD-9	48" Reinforced Concrete Pipe	Lin. Ft.	\$208.00	480	\$99,840.00	735	\$152,880.00
SD-10	72" Reinforced Concrete Pipe	Lin. Ft.	\$540.00	160	\$86,400.00	165	\$89,100.00
SD-11	42" Corrugated Metal Pipe Arch	Lin. Ft.	\$199.00	40	\$7,960.00	45	\$8,955.00
SD-12	48" Corrugated Metal Pipe	Lin. Ft.	\$200.00	200	\$40,000.00	210	\$42,000.00
SD-13	48" Corrugated Metal Pipe Arch	Lin. Ft.	\$222.00	240	\$53,280.00	255	\$56,610.00
SD-14	Catch Basin (CB-01)	Each	\$3,300.00	74	\$244,200.00	77	\$254,100.00
SD-15	Catch Basin (CB-02)	Each	\$3,690.00	22	\$81,180.00	25	\$92,250.00
SD-16	Catch Basin (CB-06)	Each	\$5,040.00	7	\$35,280.00	10	\$50,400.00
SD-17	Catch Basin (CB-08)	Each	\$6,700.00	10	\$67,000.00	7	\$46,900.00
A-RW-4	Removal of Pavement (Concrete or Asphaltic) (Up to 12" Thick)	Sq. Yd.	\$9.00	1,695	\$15,255.00	1,262	\$11,358.00
A-RW-6	Roadway Excavation	Cu. Yd.	\$7.25	1,113	\$8,069.25	1,041	\$7,547.25

A-RW-11	Superpave Asphaltic Concrete (Binder Course)	Tons	\$67.00	417.22	\$27,953.74	383	\$25,661.00
A-RW-19	Portland Cement Concrete Pavement (8" Thick)	Sq. Yd.	\$82.00	483.90	\$39,679.80	484	\$39,688.00
A-RW-20	Portland Cement Concrete Pavement (6" Thick)	Sq. Yd.	\$62.00	922.80	\$57,213.60	807	\$50,034.00
X-002	Portland Cement Concrete Curb and Gutter (Mountable-10" Front)	Lin. Ft.	\$25.00	2,498	\$62,450.00	2,474	\$61,850.00
X-003	Paved Drainage Flumes	Sq. Yd.	\$125.00	28.5	\$3,562.50	39	\$4,875.00
X-004	Geo-Grid	Sq. Yd.	\$4.00	2,389	\$9,556.00	1,909	\$7,636.00
X-005	Limestone Subbase	Tons	\$90.00	668.21	\$60,138.90	557	\$50,130.00
X-006	Mill Existing Asphaltic Concrete Pavement (2" to 4" Depth)	Sq. Yd.	\$5.75	2,997.3	\$17,234.48	2,360	\$13,570.00
X-007	Superpave Asphaltic Concrete ("Black Base")	Tons	\$175.00	595.40	\$104,195.00	257	\$44,975.00
X-008	Modify Existing Catch Basin Top	Each	\$850.00	17	\$14,450.00	10	\$8,500.00
X-013	Portland Cement Concrete Pavement (8" Thick) - West Approach Slab	Sq. Yd.	\$82.00	480.00	\$39,360.00	0	\$0.00
X-014	Sewer Point Repair at Fun Farm	Lump	\$2,510.50	1.00	\$2,510.50	0.00	\$0.00
X-015	Remove Abandoned Septic Tanks on North Side of S. Morrison Intersection	Lump	\$4,559.19	1.00	\$4,559.19	0.00	\$0.00
X-016	Conflict Structure between Drainage Structures 18 and 20	Lump	\$4,125.00	1.00	\$4,125.00	0.00	\$0.00
X-017	Brick Catch Basin between Drainage Structures 214 and 216	Lump	\$9,898.75	1.00	\$9,898.75	0.00	\$0.00
X-018	Approach Slab Reinforcement	Lump	\$6,812.00	1.00	\$6,812.00	0.00	\$0.00
X-019	Tie-In Drainage at Ciolino Plaza	Lump	\$5,149.25	1.00	\$5,149.25	0.00	\$0.00
X-020	Tie-In Drainage at Deluxe Plaza	Lump	\$3,094.50	1.00	\$3,094.50	0.00	\$0.00
X-021	Reestablish Work Area at Professional Plaza following Waterline Offset	Lump	\$9,540.25	1.00	\$9,540.25	0.00	\$0.00
X-022	Adjust Drain Outlets at Parish Complex	Lump	\$1,507.75	1.00	\$1,507.75	0.00	\$0.00
X-023	Replace Guard Rails at Arnolds Creek Bridge	Lump	\$26,789.25	1.00	\$26,789.25	0.00	\$0.00
TOTAL					\$4,370,065.75		\$4,370,084.25

AMOUNT OVER / UNDER RUN -\$18.50

EXPLANATION OF CHANGE ORDER: Item Nos. RW-8, RW-11, RW-14 and RW-15: Quantity adjustment to reflect actual quantities installed or anticipated to be needed. Quantity for Item RW-8 was increased to provide additional material needed to replace unsuitable native material.

Item Nos. SD-2 thru SD-17: Quantity adjustment to reflect actual quantities installed for subsurface drainage work.

Item Nos. A-RW-4, A-RW-6, A-RW-7, A-RW-11, A-RW-19, A-RW-20 and X-002 thru X-008: Quantity adjustment to reflect actual quantities installed. Quantity for Item X-007 was increased to provide additional material needed for patching of existing pavement as requested by the Parish.

Item No. X-013: Add item to construct a new concrete approach slab on the west side of the bridge over Arnolds Creek.

Item No. X-014: Add item for the additional costs incurred to make a sewer point repair at the Fun Farm.

Item No. X-015: Add item for the additional costs incurred to remove abandoned septic tanks on the north side of Club Deluxe Road at the Intersection with S. Morrison. During construction two abandoned septic tank structures were uncovered during subsurface drainage installation. These structures

were in direct conflict with the required subsurface drainage, and their removal and disposal was required.

Item No. X-016: Add item to provide a conflict structure between Drainage Structures 18 and 20. During construction an unmarked sewer main was found to be in conflict with the pipe connecting Drainage Structures 19 and 20. A brick conflict structure was constructed at this location, and a portion of the PVC sewer main was replaced with ductile iron through the conflict structure.

Item No. X-017: Add item to provide a brick catch basin at approximate Station 150+00 north. During construction the base of an existing sewer manhole was found to be in conflict with the pipe connecting Drainage Structures 214 and 216. A brick catch basin structure was constructed at this location to offset the drainage pipe around the sewer manhole.

Item No. X-018: Add item to provide reinforcement to the concrete approach slabs for the bridge over Arnolds Creek as requested by the Parish.

Item No. X-019: Add item to provide for the tie-in of an existing unmarked side drain pipe from Clolino Plaza near Drainage Structure 53.

Item No. X-020: Add item to provide for the tie-in of an existing unmarked side drain pipe from Deluxe Plaza near Drainage Structure 88.

Item No. X-021: Add item for the additional costs incurred to reestablish a work zone after the relocation of a waterline at Professional Plaza by others.

Item No. X-022: Add item to adjust existing side drains between Drainage Structures 210 and 214 and near Drainage Structure 204 to maintain flow lines.

Item No. X-023: Add item to replace the guard rails at the bridge over Arnolds Creek as requested by the Parish.

Add 1 calendar day for the additional time required to procure materials and perform the work required for Item X-016.

Add 3 calendar days for the additional time required to procure materials and perform the work required for Item X-017.

Add 1 calendar day for the additional time required to procure materials and perform the work required for Item X-018.

Add 1 calendar day for the additional time required to procure materials and perform the work required for Item X-019.

Add 1 calendar day for the additional time required to procure materials and perform the work required for Item X-020.

Add 2 calendar day for the additional time required to procure materials and perform the work required for Item X-021.

Add 1 calendar day for the additional time required to procure materials and perform the work required for Item X-022.

Add 3 calendar day for the additional time required to procure materials and perform the work required for Item X-023.

This Change Order includes not only all direct costs of the Contractor such as labor, material, job overhead and profit mark-up but also includes any costs, modifications or changes in the sequence of the Work to be performed, delays, rescheduling, disruptions, extended direct or general overhead, acceleration, any escalation including but not limited to escalation in material or wages, and any other impact costs and any extensions of time to the Contract Times related to the changes herein. It is further understood and agreed that the amounts and any additional time included in this Change Order are hereby accepted on behalf of the Contractor, its subcontractors and suppliers as full and final compensation from the Owner for all extended field and home office overhead costs for those items, and that neither the Contractor nor its subcontractors or suppliers shall seek any additional compensation of any kind or any additional extensions of the Contract Time from the Owner for the changes included herein, for the additional work specifically added by this Change Order.

RECOMMENDED BY: LINFIELD, HUNTER & JUNIUS, INC.

 Engineer DATE: _____

APPROVED BY: BEVERLY CONSTRUCTION CO., LLC

 Contractor DATE: _____

 Director DATE: _____

 Robby Miller, Parish President DATE: _____



PH: (504)436-2924 FAX: (504)436-4632

CONTRACTOR'S MODIFICATION REQUEST (CMR)

OWNER	<u>Tangipahoa Parish</u>	PROJECT NO.	
PROJECT	<u>Club Deluxe Overlay and Widening</u>	CDBG No.	<u>52PARA2101</u>
CONTRACTOR	<u>Beverly Construction Co. LLC</u>	HMGP No.	<u>1603-105-0011</u>
ENGINEER	<u>Lindfield Hunter and Junius</u>		
	<u>Robert Nockton</u>	CMR NO.	<u>CMR-PC-01</u>

NOTIFICATION BY CONTRACTOR:

WE ARE PROPOSING MAKING THE CHANGE TO THE CONTRACT DESCRIBED IN THE ATTACHED MATERIALS AND REQUEST THAT YOU TAKE THE FOLLOWING ACTION:

- NOTIFY US THAT YOU CONCUR THAT THIS CHANGE DOES NOT REQUIRE A CHANGE IN CONTRACT TIME OR AMOUNT AND ISSUE A FILED ORDER.
- ISSUE A CHANGE ORDER FOR PERFORMING THE DESCRIBED CHANGE. CHANGE IN CONTRACT AMOUNT AND TIME ARE INDICATED IN THE ATTACHED DETAILED COST BREAKDOWN AND REVISED SCHEDULE.
- ISSUE A CHANGE ORDER FOR THE DESCRIBED CHANGE WITH PAYMENT AT THE UNIT PRICE BID.
- AUTHORIZE THE CONTRACTOR TO PROCEED WITH THE CHANGE UNDER THE TIME AND MATERIALS PROVISION OF THE CONTRACT.

BY: Allen Koepf Project Manager DATE: 7/31/2019

DESCRIPTION OF PROPOSED CHANGE: DESCRIBED HEREIN SEE ATTACHED

Sewer Point Repair – (Fun Farm)

- Existing 4 inch PVC Sewer main line crossing under W Club Deluxe was shallow in the embankment for the widened section of the new roadway. Main line was replaced with ductile iron pipe under the widened roadway section and house connection grade was adjusted for proper flow.

4 inch DI Point Repair 1 Each @ \$ 2,510.50

Additional Days Required for this change _____ Calendar Days

OWNER'S RESPONSE:

WE RESPOND TO YOUR REQUEST AS FOLLOWS:

- WE CONCUR THAT THIS IS A NO COST OR TIME CHANGE. SEE ATTACHED FIELD ORDER.
- YOUR PROPOSAL IS RECOMMENDED TO THE OWNER FOR INCORPORATION INTO A CHANGE ORDER.
- PROCEED WITH THE UNIT PRICE BID FOR INCORPORATION INTO A CHANGE ORDER.
- PROCEED WITH THE CHANGE UNDER THE TIME AND MATERIALS PROVISION OF THE CONTRACT.

BY: _____ DATE: _____

3.

ITEM SHEET COSTS
AS SHOWN

Item: PC-01
Description: Sewer Point Repair- Fun Farm
Cost Code:
Production: DAYS
Hours per Day: 10
Alternate: Proposed Change

Unit of Measure: LS
Bid Quantity: 1.00
Take-off Quantity: 1.00
Total Man-Hours: 27.00
Man-Hours per Unit: 27.0000
Units / MH: 0.0370

Item Production

ITEM#	DESCRIPTION	U/M	QTY	Time Units	Time Req'd
PC-01	Sewer Point Repair- Fun Farm	LS	1.00	0.00 (D)	0.00

Cost Detail for Item PC-01

R Code	Description	QTY	U/M	Factor	Rate	Cost
C PIPESMALL	Small Pipe Crew	1.00		0.45	3,277.56	1,474.90
M WRITEIN	4" Ductile Iron Sewer Pipe	20.00	LF	1.00	24.86	497.20
M WRITEIN	4"x4" Flex Coupler w/Shear Ring	2.00	EA	1.00	42.90	85.80
O WRITEIN	Delivery	1.00	EA	1.00	125.00	125.00
Item Unit Cost:		2,182.90	Item Total Cost:		2,182.90	

	Labor	Equipment	Rental Eq	Material	Subcontract	Other
Total:	904.93	569.97	0.00	583.00	0.00	125.00
Unit:	904.93	569.97	0.00	583.00	0.00	125.00

Bid Data for Item: PC-01

	Quantity	Bid Unit	Bid Amount	Total Cost	Prof & Ovhd	Windfall
Bid Qty:	1.00	2,510.50	2,510.50	2,182.90	327.60	
Take-off Qty:	1.00	2,510.50	2,510.50	2,182.90	327.60	0.00



PH: (504)436-2924 FAX: (504)436-4632

CONTRACTOR'S MODIFICATION REQUEST (CMR)

OWNER	<u>Tangipahoa Parish</u>	PROJECT NO.	
PROJECT	<u>Club Deluxe Overlay and Widening</u>	CDBG No.	<u>52PARA2101</u>
CONTRACTOR	<u>Beverly Construction Co. LLC</u>	HMGP No.	<u>1603-105-0011</u>
ENGINEER	<u>Lindfield Hunter and Junius</u>		
	<u>Robert Nockton</u>	CMR NO.	<u>CMR-PC-02</u>

NOTIFICATION BY CONTRACTOR:

WE ARE PROPOSING MAKING THE CHANGE TO THE CONTRACT DESCRIBED IN THE ATTACHED MATERIALS AND REQUEST THAT YOU TAKE THE FOLLOWING ACTION:

- NOTIFY US THAT YOU CONCUR THAT THIS CHANGE DOES NOT REQUIRE A CHANGE IN CONTRACT TIME OR AMOUNT AND ISSUE A FILED ORDER.
- ISSUE A CHANGE ORDER FOR PERFORMING THE DESCRIBED CHANGE. CHANGE IN CONTRACT AMOUNT AND TIME ARE INDICATED IN THE ATTACHED DETAILED COST BREAKDOWN AND REVISED SCHEDULE.
- ISSUE A CHANGE ORDER FOR THE DESCRIBED CHANGE WITH PAYMENT AT THE UNIT PRICE BID.
- AUTHORIZE THE CONTRACTOR TO PROCEED WITH THE CHANGE UNDER THE TIME AND MATERIALS PROVISION OF THE CONTRACT.

BY: Allen Koepp Project Manager DATE: 7/31/2019

DESCRIPTION OF PROPOSED CHANGE: DESCRIBED HEREIN SEE ATTACHED

Remove Abandoned Septic Tank Structures on North Side Morrison intersection

- An abandoned structure was located on the North Side of Club Deluxe at the Morrison Intersection. Structure was in direct conflict with the sub surface drainage installation as well as in the embankment footprint of the widened roadway section. During drainage installation a second tank was discovered and removed and disposed of

Removal Of Septic Tanks 1 LS \$ 4,459.19

Additional Days Required for this change CalendarDays _____

OWNER'S RESPONSE:

WE RESPOND TO YOUR REQUEST AS FOLLOWS:

- WE CONCUR THAT THIS IS A NO COST OR TIME CHANGE. SEE ATTACHED FIELD ORDER.
- YOUR PROPOSAL IS RECOMMENDED TO THE OWNER FOR INCORPORATION INTO A CHANGE ORDER.
- PROCEED WITH THE UNIT PRICE BID FOR INCORPORATION INTO A CHANGE ORDER.
- PROCEED WITH THE CHANGE UNDER THE TIME AND MATERIALS PROVISION OF THE CONTRACT.

BY: _____ DATE: _____

3.

PROJECT : 17-0018 CLUB DELUXE

ITEM SHEET COSTS
AS SHOWN

Item:	PC-02	Unit of Measure:	LS
Description:	Remove Abandoned Septic Tank Structures	Bid Quantity:	1.00
Cost Code:		Take-off Quantity:	1.00
Production:	DAYS	Total Man-Hours:	60.00
Hours per Day:	10	Man-Hours per Unit:	60.0000
Alternate:	Proposed Change	Units / MH:	0.0167

Item Production

ITEM#	DESCRIPTION	U/M	QTY	Time Units	Time Req'd
PC-02	Remove Abandoned Septic Tank Structures	LS	1.00	0.00 (D)	0.00

Cost Detail for Item PC-02

R Code	Description	QTY	U/M	Factor	Rate	Cost
C PIPESMALL	Small Pipe Crew	1.00		1.00	3,277.56	3,277.56
O TRUCK005	Triaxle (Daily)	1.00	DAY	0.80	750.00	600.00
Z Z	Remove 2 abandoned septic tanks near STA 100 North Side Tanks were in direct line conflict with the new drainage pipe. Tanks were also under profile of new roadway					
Item Unit Cost:		3,877.56			Item Total Cost:	3,877.56

	Labor	Equipment	Rental Eq	Material	Subcontract	Other
Total:	2,010.96	1,266.60	0.00	0.00	0.00	600.00
Unit:	2,010.96	1,266.60	0.00	0.00	0.00	600.00

Bid Data for Item: PC-02

	Quantity	Bid Unit	Bid Amount	Total Cost	Prof & Ovhd	Windfall
Bid Qty:	1.00	4,459.19	4,459.19	3,877.56	581.63	
Take-off Qty:	1.00	4,459.19	4,459.19	3,877.56	581.63	0.00



PH: (504)436-2924 FAX: (504)436-4632

CONTRACTOR'S MODIFICATION REQUEST (CMR)

OWNER	<u>Tangipahoa Parish</u>	PROJECT NO.	
PROJECT	<u>Club Deluxe Overlay and Widening</u>	CDBG No.	<u>52PARA2101</u>
CONTRACTOR	<u>Beverly Construction Co. LLC</u>	HMGP No.	<u>1603-105-0011</u>
ENGINEER	<u>Lindfield Hunter and Junius</u>		
	<u>Robert Nockton</u>	CMR NO.	<u>CMR-PC-03</u>

NOTIFICATION BY CONTRACTOR:

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- ISSUE A CHANGE ORDER FOR THE DESCRIBED CHANGE WITH PAYMENT AT THE UNIT PRICE BID.
- AUTHORIZE THE CONTRACTOR TO PROCEED WITH THE CHANGE UNDER THE TIME AND MATERIALS PROVISION OF THE CONTRACT.

BY: Allen Koepp Project Manager DATE: 7/31/2019

DESCRIPTION OF PROPOSED CHANGE: DESCRIBED HEREIN SEE ATTACHED

Construct Conflict Structure (Acadian Ambulance)

- During drainage installation of structures 18 and 20 an unknown sewer mainline was in conflict with the pipe connecting the structures. A brick conflict structure was built in place of the drain pipe. Due to height restrictions the PVC main line was replaced with ductile iron through the structure.

Brick Conflict Structure 1 LS \$ 4,125.00

Additional Days Required for this change 1 Calendar Days

OWNER'S RESPONSE:

WE RESPOND TO YOUR REQUEST AS FOLLOWS:

- WE CONCUR THAT THIS IS A NO COST OR TIME CHANGE. SEE ATTACHED FIELD ORDER.
- YOUR PROPOSAL IS RECOMMENDED TO THE OWNER FOR INCORPORATION INTO A CHANGE ORDER.
- PROCEED WITH THE UNIT PRICE BID FOR INCORPORATION INTO A CHANGE ORDER.
- PROCEED WITH THE CHANGE UNDER THE TIME AND MATERIALS PROVISION OF THE CONTRACT.

BY: _____ DATE: _____

3.

ITEM SHEET COSTS
AS SHOWN

Item:	PC-03	Unit of Measure:	LS
Description:	Conflict Structure Acadian Ambulance	Bid Quantity:	1.00
Cost Code:		Take-off Quantity:	1.000
Production:	DAYS	Total Man-Hours:	36.000
Hours per Day:	10	Man-Hours per Unit:	36.0000
Alternate:	Proposed Change	Units / MH:	0.0278

Item Production

ITEM#	DESCRIPTION	U/M	QTY	Time Units	Time Req'd
PC-03	Conflict Structure Acadian Ambulan	LS	1.00	0.00 (D)	0.00

Cost Detail for Item PC-03

R Code	Description	QTY	U/M	Factor	Rate	Cost
C PIPESMALL	Small Pipe Crew	1.00		0.60	3,277.56	1,966.54
M C4000A-01	Class A 4000 psi Concrete	1.00	CY	1.00	123.20	123.20
M WRITEIN	Short Load Delivery - Concrete	1.00	EA	1.00	120.00	120.00
M WRITEIN	6" Ductile Iron Pipe	20.00	LF	1.00	41.97	839.30
M WRITEIN	6" Felx Coupling with Shear Ring	2.00	EA	1.00	42.90	85.80
M WRITEIN	Delivery - Pipe and fittings	1.00		1.00	125.00	125.00
M MORTAR01	Bricks, Mortar, Sand (1 Load)	1.00	EA	0.50	654.00	327.00
Item Unit Cost:		3,586.84	Item Total Cost:		3,586.84	

	Labor	Equipment	Rental Eq	Material	Subcontract	Other
Total:	1,206.58	759.96	0.00	1,620.30	0.00	0.00
Unit:	1,206.58	759.96	0.00	1,620.30	0.00	0.00

Bid Data for Item: PC-03

	Quantity	Bid Unit	Bid Amount	Total Cost	Prof & Ovhd	Windfall
Bid Qty:	1.00	4,125.00	4,125.00	3,586.84	538.16	
Take-off Qty:	1.00	4,125.00	4,125.00	3,586.84	538.16	0.00



PH: (504)436-2924 FAX: (504)436-4632

CONTRACTOR'S MODIFICATION REQUEST (CMR)

OWNER	<u>Tangipahoa Parish</u>	PROJECT NO.	
PROJECT	<u>Club Deluxe Overlay and Widening</u>	CDBG No.	<u>52PARA2101</u>
CONTRACTOR	<u>Beverly Construction Co. LLC</u>	HMGP No.	<u>1603-105-0011</u>
ENGINEER	<u>Lindfield Hunter and Junius</u>		
	<u>Robert Nockton</u>	CMR NO.	<u>CMR-PC-04</u>

NOTIFICATION BY CONTRACTOR:

WE ARE PROPOSING MAKING THE CHANGE TO THE CONTRACT DESCRIBED IN THE ATTACHED MATERIALS AND REQUEST THAT YOU TAKE THE FOLLOWING ACTION:

- NOTIFY US THAT YOU CONCUR THAT THIS CHANGE DOES NOT REQUIRE A CHANGE IN CONTRACT TIME OR AMOUNT AND ISSUE A FILED ORDER.
- ISSUE A CHANGE ORDER FOR PERFORMING THE DESCRIBED CHANGE. CHANGE IN CONTRACT AMOUNT AND TIME ARE INDICATED IN THE ATTACHED DETAILED COST BREAKDOWN AND REVISED SCHEDULE.
- ISSUE A CHANGE ORDER FOR THE DESCRIBED CHANGE WITH PAYMENT AT THE UNIT PRICE BID.
- AUTHORIZE THE CONTRACTOR TO PROCEED WITH THE CHANGE UNDER THE TIME AND MATERIALS PROVISION OF THE CONTRACT.

BY: Allen Koepp Project Manager DATE: 7/31/2019

DESCRIPTION OF PROPOSED CHANGE: DESCRIBED HEREIN SEE ATTACHED

Construct Brick Catch Basin Structure STA 150+00 North

- During drainage installation between structures 214 and 216 a sewer manhole came in conflict with the pipe. A brick catch basin structure was built in place in order to offset the drainage

Brick Conflict Structure 1 LS \$ 9,898.75 Additional

Days Required for this change 3 Calendar Days

OWNER'S RESPONSE:

WE RESPOND TO YOUR REQUEST AS FOLLOWS:

- WE CONCUR THAT THIS IS A NO COST OR TIME CHANGE. SEE ATTACHED FIELD ORDER.
- YOUR PROPOSAL IS RECOMMENDED TO THE OWNER FOR INCORPORATION INTO A CHANGE ORDER.
- PROCEED WITH THE UNIT PRICE BID FOR INCORPORATION INTO A CHANGE ORDER.
- PROCEED WITH THE CHANGE UNDER THE TIME AND MATERIALS PROVISION OF THE CONTRACT.

BY: _____ DATE: _____

3.

ITEM SHEET COSTS
AS SHOWN

Item:	PC-04	Unit of Measure:	EA
Description:	Brick Catch Basin STA 150+00 North	Bid Quantity:	1.00
Cost Code:		Take-off Quantity:	1.00
Production:	DAYS	Total Man-Hours:	123.00
Hours per Day:	10	Man-Hours per Unit:	123.0000
Alternate:	Proposed Change	Units / MH:	0.0081

Item Production

ITEM#	DESCRIPTION	U/M	QTY	Time Units	Time Req'd
PC-04	Brick Catch Basin STA 150+00 North	EA	1.00	0.00 (D)	0.00

Cost Detail for Item PC-04

R Code	Description	QTY	U/M	Factor	Rate	Cost
C PIPESMALL	Small Pipe Crew	1.00		0.30	3,277.56	983.27
C CONCST001	Concrete Structure Crew Boxes	1.00		1.50	3,231.80	4,847.70
M C4000A-02	Class A 4000 psi High-Early Mix	1.50	CY	1.00	113.36	170.04
M CRB#5	#5 Rebar	200.00	LF	1.00	0.47	94.60
M MORTAR01	Bricks, Mortar, Sand (1 Load)	1.50	EA	2.00	654.00	1,962.00
M V4863	V-4863 Type "C" Frame & Grate for CB-01 & CB-02	1.00	EA	1.00	550.00	550.00
Item Unit Cost:		8,607.61	Item Total Cost:		8,607.61	

	Labor	Equipment	Rental Eq	Material	Subcontract	Other
Total:	4,912.49	918.48	0.00	2,776.64	0.00	0.00
Unit:	4,912.49	918.48	0.00	2,776.64	0.00	0.00

Bid Data for Item: PC-04

	Quantity	Bid Unit	Bid Amount	Total Cost	Prof & Ovhd	Windfall
Bid Qty:	1.00	9,898.75	9,898.75	8,607.61	1,291.14	
Take-off Qty:	1.00	9,898.75	9,898.75	8,607.61	1,291.14	0.00

3.



PH: (504)436-2924 FAX: (504)436-4632

CONTRACTOR'S MODIFICATION REQUEST (CMR)

OWNER	<u>Tangipahoa Parish</u>	PROJECT NO.	
PROJECT	<u>Club Deluxe Overlay and Widening</u>	CDBG No.	<u>52PARA2101</u>
CONTRACTOR	<u>Beverly Construction Co. LLC</u>	HMGP No.	<u>1603-105-0011</u>
ENGINEER	<u>Lindfield Hunter and Junius</u>		
	<u>Robert Nockton</u>	CMR NO.	<u>CMR-PC-05</u>

NOTIFICATION BY CONTRACTOR:

WE ARE PROPOSING MAKING THE CHANGE TO THE CONTRACT DESCRIBED IN THE ATTACHED MATERIALS AND REQUEST THAT YOU TAKE THE FOLLOWING ACTION:

- NOTIFY US THAT YOU CONCUR THAT THIS CHANGE DOES NOT REQUIRE A CHANGE IN CONTRACT TIME OR AMOUNT AND ISSUE A FILED ORDER.
- ISSUE A CHANGE ORDER FOR PERFORMING THE DESCRIBED CHANGE. CHANGE IN CONTRACT AMOUNT AND TIME ARE INDICATED IN THE ATTACHED DETAILED COST BREAKDOWN AND REVISED SCHEDULE.
- ISSUE A CHANGE ORDER FOR THE DESCRIBED CHANGE WITH PAYMENT AT THE UNIT PRICE BID.
- AUTHORIZE THE CONTRACTOR TO PROCEED WITH THE CHANGE UNDER THE TIME AND MATERIALS PROVISION OF THE CONTRACT.

BY: Allen Koepp Project Manager DATE: 7/31/2019

DESCRIPTION OF PROPOSED CHANGE: DESCRIBED HEREIN SEE ATTACHED

Approach Slab Reinforcement

- Approach slab at Arnolds Creek bridge called for unreinforced concrete. 6x6 6 ga. WWF was added for reinforcement at the request of Tangipahoa Parish

Approach Slab Reinforcement 1 LS \$ 6,812.00

Additional Days Required for this change 1 Calendar Days

OWNER'S RESPONSE:

WE RESPOND TO YOUR REQUEST AS FOLLOWS:

- WE CONCUR THAT THIS IS A NO COST OR TIME CHANGE. SEE ATTACHED FIELD ORDER.
- YOUR PROPOSAL IS RECOMMENDED TO THE OWNER FOR INCORPORATION INTO A CHANGE ORDER.
- PROCEED WITH THE UNIT PRICE BID FOR INCORPORATION INTO A CHANGE ORDER.
- PROCEED WITH THE CHANGE UNDER THE TIME AND MATERIALS PROVISION OF THE CONTRACT.

BY: _____ DATE: _____

3.

ITEM SHEET COSTS
AS SHOWN

Item: PC-05
Description: Approach Slab Reinforcement
Cost Code:
Production: DAYS
Hours per Day: 10
Alternate: Proposed Change

Unit of Measure: LS
Bid Quantity: 1.00
Take-off Quantity: 1.000
Total Man-Hours: 80.00
Man-Hours per Unit: 80.0000
Units / MH: 0.0125

Item Production

ITEM#	DESCRIPTION	U/M	QTY	Time Units	Time Req'd
PC-05	Approach Slab Reinforcement	LS	1.00	0.00 (D)	0.00

Cost Detail for Item PC-05

R Code	Description	QTY	U/M	Factor	Rate	Cost
C CONCST002	Forming Flat work	1.00		1.00	4,067.33	4,067.33
M CWWF06	6"x 6" x 6 Guage WWF	50.00	SHEET	1.00	31.63	1,581.25
M CBRICK02	4" Concrete Bricks	500.00	EA	1.00	0.55	275.00
Item Unit Cost:		5,923.58			Item Total Cost:	5,923.58

	Labor	Equipment	Rental Eq	Material	Subcontract	Other
Total:	3,538.08	529.25	0.00	1,856.25	0.00	0.00
Unit:	3,538.08	529.25	0.00	1,856.25	0.00	0.00

Bid Data for Item: PC-05

	Quantity	Bid Unit	Bid Amount	Total Cost	Prof & Ovhd	Windfall
Bid Qty:	1.00	6,812.00	6,812.00	5,923.58	888.42	
Take-off Qty:	1.00	6,812.00	6,812.00	5,923.58	888.42	0.00



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CONTRACTOR'S MODIFICATION REQUEST (CMR)

OWNER	<u>Tangipahoa Parish</u>	PROJECT NO.	
PROJECT	<u>Club Deluxe Overlay and Widening</u>	CDBG No.	<u>52PARA2101</u>
CONTRACTOR	<u>Beverly Construction Co. LLC</u>	HMGP No.	<u>1603-105-0011</u>
ENGINEER	<u>Lindfield Hunter and Junius</u>		
	<u>Robert Nockton</u>	CMR NO.	<u>CMR-PC-06</u>

NOTIFICATION BY CONTRACTOR:

WE ARE PROPOSING MAKING THE CHANGE TO THE CONTRACT DESCRIBED IN THE ATTACHED MATERIALS AND REQUEST THAT YOU TAKE THE FOLLOWING ACTION:

- NOTIFY US THAT YOU CONCUR THAT THIS CHANGE DOES NOT REQUIRE A CHANGE IN CONTRACT TIME OR AMOUNT AND ISSUE A FILED ORDER.
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- ISSUE A CHANGE ORDER FOR THE DESCRIBED CHANGE WITH PAYMENT AT THE UNIT PRICE BID.
- AUTHORIZE THE CONTRACTOR TO PROCEED WITH THE CHANGE UNDER THE TIME AND MATERIALS PROVISION OF THE CONTRACT.

BY: Allen Koepf Project Manager DATE: 7/31//2019

DESCRIPTION OF PROPOSED CHANGE: DESCRIBED HEREIN SEE ATTACHED

Tie In for Side Drain 18" PVC

- Labor Materials and Equipment to tie in 18" PVC side drain line.
- During installation of drainage on the south side near structure 53,an unknown side drain was located and tied into the new drainage structure .

Side Drain Tie In 1 LS \$ 5,149.25

Additional Days Required for this change 1 Calendar Days

OWNER'S RESPONSE:

WE RESPOND TO YOUR REQUEST AS FOLLOWS:

- WE CONCUR THAT THIS IS A NO COST OR TIME CHANGE. SEE ATTACHED FIELD ORDER.
- YOUR PROPOSAL IS RECOMMENDED TO THE OWNER FOR INCORPORATION INTO A CHANGE ORDER.
- PROCEED WITH THE UNIT PRICE BID FOR INCORPORATION INTO A CHANGE ORDER.
- PROCEED WITH THE CHANGE UNDER THE TIME AND MATERIALS PROVISION OF THE CONTRACT.

BY: _____ DATE: _____

3.

ITEM SHEET COSTS
AS SHOWN

Item:	PC-06	Unit of Measure:	LS
Description:	Yard Drain Tie In At Structure 53- Car Wash	Bid Quantity:	1.00
Cost Code:		Take-off Quantity:	1.000
Production:	DAYS	Total Man-Hours:	56.00
Hours per Day:	10	Man-Hours per Unit:	56.0000
Alternate:	Proposed Change	Units / MH:	0.0179

Item Production

ITEM#	DESCRIPTION	U/M	QTY	Time Units	Time Req'd
PC-06	Yard Drain Tie In At Structure 53- Ca	LS	1.00	0.00 (D)	0.00

Cost Detail for Item PC-06

R Code	Description	QTY	U/M	Factor	Rate	Cost
C PIPELARGE	Large Pipe Crew	1.00		0.70	4,147.94	2,903.56
M WRITEIN	18" A-2000 Drain Pipe	22.00	LF	1.00	17.05	375.10
M WRITEIN	Freight/Delivery	1.00	EA	1.00	155.00	155.00
M WRITEIN	18 " A-2000 45 Bend w/ Gaskets	2.00	EA	1.00	521.95	1,043.90
Item Unit Cost:		4,477.56	Item Total Cost:		4,477.56	

	Labor	Equipment	Rental Eq	Material	Subcontract	Other
Total:	1,873.37	861.67	168.53	1,574.00	0.00	0.00
Unit:	1,873.37	861.67	168.53	1,574.00	0.00	0.00

Bid Data for Item: PC-06

	Quantity	Bid Unit	Bid Amount	Total Cost	Prof & Ovhd	Windfall
Bid Qty:	1.00	5,149.25	5,149.25	4,477.56	671.69	
Take-off Qty:	1.00	5,149.25	5,149.25	4,477.56	671.69	0.00



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CONTRACTOR'S MODIFICATION REQUEST (CMR)

OWNER	<u>Tangipahoa Parish</u>	PROJECT NO.	
PROJECT	<u>Club Deluxe Overlay and Widening</u>	CDBG No.	<u>52PARA2101</u>
CONTRACTOR	<u>Beverly Construction Co. LLC</u>	HMGP No.	<u>1603-105-0011</u>
ENGINEER	<u>Lindfield Hunter and Junius</u>		
	<u>Robert Nockton</u>	CMR NO.	<u>CMR-PC-07</u>

NOTIFICATION BY CONTRACTOR:

WE ARE PROPOSING MAKING THE CHANGE TO THE CONTRACT DESCRIBED IN THE ATTACHED MATERIALS AND REQUEST THAT YOU TAKE THE FOLLOWING ACTION:

- NOTIFY US THAT YOU CONCUR THAT THIS CHANGE DOES NOT REQUIRE A CHANGE IN CONTRACT TIME OR AMOUNT AND ISSUE A FILED ORDER.
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- ISSUE A CHANGE ORDER FOR THE DESCRIBED CHANGE WITH PAYMENT AT THE UNIT PRICE BID.
- AUTHORIZE THE CONTRACTOR TO PROCEED WITH THE CHANGE UNDER THE TIME AND MATERIALS PROVISION OF THE CONTRACT.

BY: Allen Koepf Project Manager DATE: 7/31/2019

DESCRIPTION OF PROPOSED CHANGE: DESCRIBED HEREIN SEE ATTACHED

Tie In for Side Drain 18" PVC

- Labor Materials and Equipment to tie in 18" PVC side drain line.
- During installation of drainage on the North side near structure 88, an unknown side drain was located and tied into the new drainage structure .

Side Drain Tie In 1 LS \$ 3,094.50

Additional Days Required for this change 1 Calendar Days

OWNER'S RESPONSE:

WE RESPOND TO YOUR REQUEST AS FOLLOWS:

- WE CONCUR THAT THIS IS A NO COST OR TIME CHANGE. SEE ATTACHED FIELD ORDER.
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BY: _____ DATE: _____

3.

**ITEM SHEET COSTS
AS SHOWN**

Item: PC-07
 Description: Tie In Side Drains- Deluxe Plaza
 Cost Code:
 Production: DAYS
 Hours per Day: 10
 Alternate: Proposed Change

Unit of Measure: LS
 Bid Quantity: 1.00
 Take-off Quantity: 1.000
 Total Man-Hours: 30.00
 Man-Hours per Unit: 30.0000
 Units / MH: 0.0333

Item Production

ITEM#	DESCRIPTION	U/M	QTY	Time Units	Time Req'd
PC-07	Tie In Side Drains- Deluxe Plaza	LS	1.00	0.00 (D)	0.00

Cost Detail for Item PC-07

R Code	Description	QTY	U/M	Factor	Rate	Cost
C PIPESMALL	Small Pipe Crew	1.00		0.50	3,277.56	1,638.78
M WRITEIN	18" A-2000 Drain Pipe	22.00	LF	1.00	17.05	375.10
M WRITEIN	Freight/Delivery	1.00	EA	1.00	155.00	155.00
M WRITEIN	18 " A-2000 45 Bend w/ Gaskets	1.00	EA	1.00	521.95	521.95
Item Unit Cost:		2,690.83	Item Total Cost:		2,690.83	

	Labor	Equipment	Rental Eq	Material	Subcontract	Other
Total:	1,005.48	633.30	0.00	1,052.05	0.00	0.00
Unit:	1,005.48	633.30	0.00	1,052.05	0.00	0.00

Bid Data for Item: PC-07

	Quantity	Bid Unit	Bid Amount	Total Cost	Prof & Ovhd	Windfall
Bid Qty:	1.00	3,094.50	3,094.50	2,690.83	403.67	
Take-off Qty:	1.00	3,094.50	3,094.50	2,690.83	403.67	0.00



PH: (504)436-2924 FAX: (504)436-4632

CONTRACTOR'S MODIFICATION REQUEST (CMR)

OWNER	<u>Tangipahoa Parish</u>	PROJECT NO.	
PROJECT	<u>Club Deluxe Overlay and Widening</u>	CDBG No.	<u>52PARA2101</u>
CONTRACTOR	<u>Beverly Construction Co. LLC</u>	HMGP No.	<u>1603-105-0011</u>
ENGINEER	<u>Lindfield Hunter and Junius</u>		
	<u>Robert Nockton</u>	CMR NO.	<u>CMR-PC-08</u>

NOTIFICATION BY CONTRACTOR:

WE ARE PROPOSING MAKING THE CHANGE TO THE CONTRACT DESCRIBED IN THE ATTACHED MATERIALS AND REQUEST THAT YOU TAKE THE FOLLOWING ACTION:

- NOTIFY US THAT YOU CONCUR THAT THIS CHANGE DOES NOT REQUIRE A CHANGE IN CONTRACT TIME OR AMOUNT AND ISSUE A FILED ORDER.
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- ISSUE A CHANGE ORDER FOR THE DESCRIBED CHANGE WITH PAYMENT AT THE UNIT PRICE BID.
- AUTHORIZE THE CONTRACTOR TO PROCEED WITH THE CHANGE UNDER THE TIME AND MATERIALS PROVISION OF THE CONTRACT.

BY: Allen Koepf Project Manager DATE: 7/31/2019

DESCRIPTION OF PROPOSED CHANGE: DESCRIBED HEREIN SEE ATTACHED

Re Establish Work Zone

- Labor Materials and Equipment to Re establish work zone following water line relocation at Professional Plaza. Area required additional work to backfill and sheeting to regain safety of pipe trench area after moving from the area for an extended period.
- 1 LS \$ 9,540.25

Additional Days Required for this change 2 Calendar Days

OWNER'S RESPONSE:

WE RESPOND TO YOUR REQUEST AS FOLLOWS:

- WE CONCUR THAT THIS IS A NO COST OR TIME CHANGE. SEE ATTACHED FIELD ORDER.
- YOUR PROPOSAL IS RECOMMENDED TO THE OWNER FOR INCORPORATION INTO A CHANGE ORDER.
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- PROCEED WITH THE CHANGE UNDER THE TIME AND MATERIALS PROVISION OF THE CONTRACT.

BY: _____ DATE: _____

3.

PROJECT : 17-0018 CLUB DELUXE **ITEM SHEET COSTS
AS SHOWN**

Item:	PC-08	Unit of Measure:	LS
Description:	Re-Establish Work Zone Following Water Relocation	Bid Quantity:	1.00
Cost Code:		Take-off Quantity:	1.000
Production:	DAYS	Total Man-Hours:	160.00
Hours per Day:	10	Man-Hours per Unit:	160.0000
Alternate:	Proposed Change	Units / MH:	0.0063

Item Production

ITEM#	DESCRIPTION	U/M	QTY	Time Units	Time Req'd
PC-08	Re-Establish Work Zone Following Water Relocation	LS	1.00	0.00 (D)	0.00

Cost Detail for Item PC-08

R Code	Description	QTY	U/M	Factor	Rate	Cost
C PIPELARGE	Large Pipe Crew	1.00		2.00	4,147.94	8,295.88
Item Unit Cost:		8,295.88		Item Total Cost:		8,295.88

	Labor	Equipment	Rental Eq	Material	Subcontract	Other
Total:	5,352.48	2,461.90	481.50	0.00	0.00	0.00
Unit:	5,352.48	2,461.90	481.50	0.00	0.00	0.00

Bid Data for Item: PC-08

	Quantity	Bid Unit	Bid Amount	Total Cost	Prof & Ovhd	Windfall
Bid Qty:	1.00	9,540.25	9,540.25	8,295.88	1,244.37	
Take-off Qty:	1.00	9,540.25	9,540.25	8,295.88	1,244.37	0.00



CONTRACTOR'S MODIFICATION REQUEST (CMR)

OWNER	<u>Tangipahoa Parish</u>	PROJECT NO.	
PROJECT	<u>Club Deluxe Overlay and Widening</u>	CDBG No.	<u>52PARA2101</u>
CONTRACTOR	<u>Beverly Construction Co. LLC</u>	HMGP No.	<u>1603-105-0011</u>
ENGINEER	<u>Lindfield Hunter and Junius</u>		
	<u>Robert Nockton</u>	CMR NO.	<u>CMR-PC-09</u>

NOTIFICATION BY CONTRACTOR:

WE ARE PROPOSING MAKING THE CHANGE TO THE CONTRACT DESCRIBED IN THE ATTACHED MATERIALS AND REQUEST THAT YOU TAKE THE FOLLOWING ACTION:

- NOTIFY US THAT YOU CONCUR THAT THIS CHANGE DOES NOT REQUIRE A CHANGE IN CONTRACT TIME OR AMOUNT AND ISSUE A FILED ORDER.
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- ISSUE A CHANGE ORDER FOR THE DESCRIBED CHANGE WITH PAYMENT AT THE UNIT PRICE BID.
- AUTHORIZE THE CONTRACTOR TO PROCEED WITH THE CHANGE UNDER THE TIME AND MATERIALS PROVISION OF THE CONTRACT.

BY: Allen Koepp Project Manager DATE: 7/31//2019

DESCRIPTION OF PROPOSED CHANGE: DESCRIBED HEREIN SEE ATTACHED

Adjust Side Drains

- Labor Materials and Equipment to adjust side drains between Structures 214 and 210 .
- Labor Materials and Equipment to tie in 4 inch drain line to flow towards structure 204

Side Drain Adjustments 1 LS \$ 1,507.75

Additional Days Required for this change 1 Calendar Days

OWNER'S RESPONSE:

WE RESPOND TO YOUR REQUEST AS FOLLOWS:

- WE CONCUR THAT THIS IS A NO COST OR TIME CHANGE. SEE ATTACHED FIELD ORDER.
- YOUR PROPOSAL IS RECOMMENDED TO THE OWNER FOR INCORPORATION INTO A CHANGE ORDER.
- PROCEED WITH THE UNIT PRICE BID FOR INCORPORATION INTO A CHANGE ORDER.
- PROCEED WITH THE CHANGE UNDER THE TIME AND MATERIALS PROVISION OF THE CONTRACT.

BY: _____ DATE: _____

3.

ITEM SHEET COSTS
AS SHOWN

Item:	PC-09	Unit of Measure:	LS
Description:	Adjust Side Drains at Parish Complex	Bid Quantity:	1.00
Cost Code:		Take-off Quantity:	1.000
Production:	DAYS	Total Man-Hours:	24.00
Hours per Day:	10	Man-Hours per Unit:	24.0000
Alternate:	Proposed Change	Units / MH:	0.0417

Item Production

ITEM#	DESCRIPTION	U/M	QTY	Time Units	Time Req'd
PC-09	Adjust Side Drains at Parish Comple	LS	1.00	0.00 (D)	0.00

Cost Detail for Item PC-09

R Code	Description	QTY	U/M	Factor	Rate	Cost
C PIPESMALL	Small Pipe Crew	1.00		0.40	3,277.56	1,311.02
Item Unit Cost:		1,311.02		Item Total Cost:		1,311.02

	Labor	Equipment	Rental Eq	Material	Subcontract	Other
Total:	804.38	506.64	0.00	0.00	0.00	0.00
Unit:	804.38	506.64	0.00	0.00	0.00	0.00

Bid Data for Item: PC-09

	Quantity	Bid Unit	Bid Amount	Total Cost	Prof & Ovhd	Windfall
Bid Qty:	1.00	1,507.75	1,507.75	1,311.02	196.73	
Take-off Qty:	1.00	1,507.75	1,507.75	1,311.02	196.73	0.00



PH: (504)436-2924 FAX: (504)436-4632

CONTRACTOR'S MODIFICATION REQUEST (CMR)

OWNER	<u>Tangipahoa Parish</u>	PROJECT NO.	
PROJECT	<u>Club Deluxe Overlay and Widening</u>	CDBG No.	<u>52PARA2101</u>
CONTRACTOR	<u>Beverly Construction Co. LLC</u>	HMGP No.	<u>1603-105-0011</u>
ENGINEER	<u>Lindfield Hunter and Junius</u>		
	<u>Robert Nockton</u>	CMR NO.	<u>CMR-PC-09</u>

NOTIFICATION BY CONTRACTOR:

WE ARE PROPOSING MAKING THE CHANGE TO THE CONTRACT DESCRIBED IN THE ATTACHED MATERIALS AND REQUEST THAT YOU TAKE THE FOLLOWING ACTION:

- NOTIFY US THAT YOU CONCUR THAT THIS CHANGE DOES NOT REQUIRE A CHANGE IN CONTRACT TIME OR AMOUNT AND ISSUE A FILED ORDER.
- ISSUE A CHANGE ORDER FOR PERFORMING THE DESCRIBED CHANGE. CHANGE IN CONTRACT AMOUNT AND TIME ARE INDICATED IN THE ATTACHED DETAILED COST BREAKDOWN AND REVISED SCHEDULE.
- ISSUE A CHANGE ORDER FOR THE DESCRIBED CHANGE WITH PAYMENT AT THE UNIT PRICE BID.
- AUTHORIZE THE CONTRACTOR TO PROCEED WITH THE CHANGE UNDER THE TIME AND MATERIALS PROVISION OF THE CONTRACT.

BY: Allen Koepp Project Manager

DATE: 7/31//2019

DESCRIPTION OF PROPOSED CHANGE: DESCRIBED HEREIN SEE ATTACHED

Adjust Side Drains

- Labor Materials and Equipment to adjust side drains between Structures 214 and 210 .
- Labor Materials and Equipment to tie in 4 inch drain line to flow towards structure 204

Side Drain Adjustments 1 LS \$ 1,507.75

Additional Days Required for this change 1 Calendar Days

OWNER'S RESPONSE:

WE RESPOND TO YOUR REQUEST AS FOLLOWS:

- WE CONCUR THAT THIS IS A NO COST OR TIME CHANGE. SEE ATTACHED FIELD ORDER.
- YOUR PROPOSAL IS RECOMMENDED TO THE OWNER FOR INCORPORATION INTO A CHANGE ORDER.
- PROCEED WITH THE UNIT PRICE BID FOR INCORPORATION INTO A CHANGE ORDER.
- PROCEED WITH THE CHANGE UNDER THE TIME AND MATERIALS PROVISION OF THE CONTRACT.

BY: _____ DATE: _____

3.

**ITEM SHEET COSTS
AS SHOWN**

Item:	PC-09	Unit of Measure:	LS
Description:	Adjust Side Drains at Parish Complex	Bid Quantity:	1.00
Cost Code:		Take-off Quantity:	1.000
Production:	DAYS	Total Man-Hours:	24.00
Hours per Day:	10	Man-Hours per Unit:	24.0000
Alternate:	Proposed Change	Units / MH:	0.0417

Item Production

ITEM#	DESCRIPTION	U/M	QTY	Time Units	Time Req'd
PC-09	Adjust Side Drains at Parish Comple	LS	1.00	0.00 (D)	0.00

Cost Detail for Item PC-09

R Code	Description	QTY	U/M	Factor	Rate	Cost
C	PIPESMALL Small Pipe Crew	1.00		0.40	3,277.56	1,311.02
Item Unit Cost:		1,311.02		Item Total Cost:		1,311.02

	Labor	Equipment	Rental Eq	Material	Subcontract	Other
Total:	804.38	506.64	0.00	0.00	0.00	0.00
Unit:	804.38	506.64	0.00	0.00	0.00	0.00

Bid Data for Item: PC-09

	Quantity	Bid Unit	Bid Amount	Total Cost	Prof & Ovhd	Windfall
Bid Qty:	1.00	1,507.75	1,507.75	1,311.02	196.73	
Take-off Qty:	1.00	1,507.75	1,507.75	1,311.02	196.73	0.00

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE TANGIPAHOA PARISH GOVERNMENT
AND
THE CITY OF PONCHATOULA
FOR FTA FUNDED SIDEWALKS**

**UNITED STATES OF AMERICA

STATE OF LOUISIANA

PARISH OF TANGIPAHOA**

This Memorandum of Understanding (MOU) is made and entered into this ____ day of _____, 2019 by and between the TANGIPAHOA PARISH GOVERNMENT (Parish), a political subdivision of the State of Louisiana, domiciled in Tangipahoa Parish, Louisiana, herein represented by the Tangipahoa Parish President, ROBBY MILLER; and the CITY OF PONCHATOULA (City), a political subdivision of the State of Louisiana, domiciled in Tangipahoa Parish, Louisiana, herein represented by its Mayor, ROBERT F. ZABBIA.

The Tangipahoa Parish Government and the City of Ponchatoula agree as follows:

WHEREAS, Article VII, Section 14(C) of the Constitution of the State of Louisiana provides that for a public purpose, the State of Louisiana and its political subdivisions or political corporations may engage in MOUs, or co-operative endeavors with each other, with the United States of America or its agencies or with any public or private association, corporation or individual;

WHEREAS, the Tangipahoa Parish Government and the City of Ponchatoula desire to cooperate in the manner as hereinafter provided;

WHEREAS, both the Tangipahoa Parish Government and the City of Ponchatoula have a duty and obligation to the citizens of Tangipahoa Parish, Louisiana; and

WHEREAS, the Federal Transit Administration (FTA) has approved grant funds to provide Tangipahoa Parish Government assistance in the construction and improvement of sidewalks (pedestrian improvement) needed to better serve the public transit system by safer access to the public; and

WHEREAS, the Ponchatoula and Parish have designated certain sidewalks/routes that are important to the endeavor and that were included in the FTA 5307 application. The use of the FTA grant funds for this purpose has been approved at a rate of 80% of the approved costs of the project, including both design fees and construction, with 20% of the actual project costs to be paid by the City of Ponchatoula (funding provided to the Parish government); and

WHEREAS, the funding of this grant is reserved for activities outlined in the Tangipahoa Parish Government's approved FTA application as being related to the project and the grant program goals.

WHEREAS, the actions and services required of the Parish government and the City of Ponchatoula pursuant to this agreement will result in a public benefit to citizens

of Tangipahoa Parish and the City of Ponchatoula, Louisiana as described herein and are not disproportionate to the investment of either the Parish government or the City of Ponchatoula; and

WHEREAS, this agreement is in the best interests of both the Tangipahoa Parish Government, and the City of Ponchatoula.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained for the public purpose and the public benefit, the parties hereto each agree and covenant as follows:

SCOPE OF SERVICES

The Tangipahoa Parish Government agrees and hereby covenants as follows:

The Tangipahoa Parish Government, as the grant recipient for the assigned federal funds, will serve as the project manager, with full communication to the City of Ponchatoula representative for this project and will provide reimbursement to the project engineer and construction contractor for up to 80% of the eligible expenses for this project, but with the express understanding that the City of Ponchatoula shall continue to own and maintain the improvements made herein with these funds. The City of Ponchatoula will be responsible for the approved 20% matching share of project costs by providing such funds through agreement with the Parish Government. The Parish will provide the required progress reports to the FTA and will handle the requisition of such grant funds.

The City of Ponchatoula agrees and hereby covenants and contracts as follows:

The City of Ponchatoula agrees to provide access to the project site during the time of construction for this project and will maintain the project when completed. The City of Ponchatoula also herein and hereby acknowledges that it will review and approve the plans and specifications for the project in conjunction with Tangipahoa Parish prior to bids or price quotes obtained by the Parish. The City of Ponchatoula further agrees that it will share the responsibility for inspection or the construction project in conjunction with the project engineer, and will maintain the said improvements provided by this grant for the life of this project facilities as owned by the City. The City of Ponchatoula further agrees to absolve the Parish government from any liability or responsibility as regards to the improvements provided herein for this project, but reserving all rights of recovery against the engineer and/or contractors or sub-contractors in the event of any sub-standard work.

The two parties herein, being the Tangipahoa Parish Government and the City of Ponchatoula, shall each be informed by the grant procured engineer or project manager when the project is substantially complete and this project shall only receive final approval after a final inspection of the required work by representatives of the City of Ponchatoula and the Parish Government.

ACKNOWLEDGMENT OF RELATIONSHIP

The parties agree and acknowledge that they are cooperating partners, each with certain duties and responsibilities, in this grant project and that each party will take all necessary and proper actions to assure the success of this project. Should either party learn of any problem or deficiency with the work being performed or the manner that the project is administered, that party shall notify the other as quickly as reasonably possible of any problems or potential problem.

IF PROJECT COSTS EXCEED GRANT FUNDS

In the event that the parties determine that the cost of the project will exceed the amount granted for this project, then the Parish shall give notice to the City concerning this projected cost overrun. The City of Ponchatoula shall be given an opportunity to agree to pay or not pay these additional cost overruns. If the City of Ponchatoula does not elect to pay any cost overrun needed, and the Parish has no obligation to, then the project will be down-scaled to utilize the funds available, or proper change orders put in place to reduce the project costs, or the subject construction bids will be rejected. In no case shall the Tangipahoa Parish Government be liable or responsible for any pay for a cost overrun in excess of the project grant funds available.

TERM OF AGREEMENT

This agreement shall begin on the effective date of this MOU and will terminate on the date that the project has been completed, paid in full, and the contractor provides a clear lien certificate for the final payment of the contractor's last draw from the grant's funds.

TERMINATION CLAUSE

Either party may terminate this agreement for cause based upon the failure of the other party to comply with the terms and/or conditions of this MOU provided that the aggrieved party shall give the other party written notice specifying the other party's failure. If within thirty (30) days after receipt of such notice, the offending party shall not have corrected such failure and thereafter proceeded diligently to complete such correction, then the aggrieved party may, at its option, place the other party in default and the MOU agreement shall terminate on the date specified in such notice. Either party may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the other party to comply with the terms and conditions of this agreement; provided that the aggrieved party shall give the other party written notice specifying the other party's failure and a reasonable opportunity for the other party to cure the defect.

OWNERSHIP

All records, reports, documents and other material delivered or transmitted to one party by the other party shall remain the property of the original owner and shall be returned by the other party to the original owner at the other party's expense at termination or expiration of this agreement. All records, reports, documents, or other material related to this agreement and/or obtained or prepared by either party in connection with the performance of that party's obligation shall become the property of that party and shall, upon request, be returned by other party to the original owner at the termination or expiration of this agreement. The above and foregoing

notwithstanding, each party shall be entitled to maintain its own copies of all records, reports, documents or other material related to this agreement. However, the Parish has ultimate authority to retain original or copies of all records for this project until the auditors and federal agencies has accepted the project for close-out.

NONASSIGNABILITY

Neither party to this agreement shall assign any interest or duty to any third party without the prior written consent of the other.

AUDITORS CLAUSE

It is agreed to by both parties that the Louisiana Legislative Auditor and/or FTA and the Parish auditors shall at all times have both the right and option of auditing this agreement or the terms thereof.

INDEMNIFICATION

The parties shall indemnify and save harmless each other against any and all claims, losses, liabilities, demands, suits, causes of action damages and/or judgments for sums of money arising out of, resulting from or by reason of any act or omission of the party, its agents, servants or employees while engaged in, about or in connection with the discharge or performance of the terms of this agreement. Such indemnification shall include reasonable attorney fees and costs of litigation, including but not limited to attorney fees. Any project grant funds improperly spent by either party and not allowed by FTA, the grant agency, will be reimbursed to FTA.

LITIGATION BETWEEN THE PARTIES

In the event that either party brings an action against the other to enforce a right or obligation of this agreement, the prevailing party shall be entitled to recover its reasonable attorney’s fees and court costs.

SEVERABILITY

If any term, covenant, condition or provision of this agreement or the application thereof to any person or circumstance shall at any time or to any extent be invalid or unenforceable, the persons or circumstances other than those as to which it is held invalid or unenforceable, shall be unaffected thereby and each such term, covenant, condition and provision of this agreement shall be valid and be enforced to the fullest extent permitted by law.

ENTIRE AGREEMENT/MODIFICATION

This agreement contains the entire agreement between the parties and supersedes any and all agreements or contracts previously entered into between the parties. No representations were made or relied upon by either party, other than those that are expressly set forth herein. This agreement may be modified or amended at any time by mutual consent of the parties, provided that, before any modification or amendment shall be operative and valid, it shall be reduced to writing and signed by both parties.

DISCRIMINATION CLAUSE

The parties agree not to discriminate in their employment practices, and will

render services under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disabilities.

CONTROLLING LAW

The valid interpretation and performance of this agreement shall be controlled by and construed in accordance with the laws of the State of Louisiana.

LEGAL COMPLIANCE

The parties shall each comply with all federal, state and local laws and regulations, including specifically the Louisiana Code of Governmental Ethics in carrying out the provisions of this agreement.

REMEDIES FOR DEFAULT

In addition to any remedy provided for herein, in the event of default by either party, the aggrieved party shall have all rights granted by the general laws of the State of Louisiana.

NOTICES

All notices and other communications pertaining to this agreement shall be in writing and shall be transmitted either by personal hand delivery and receipted for or shall be deposited in the United States Mail, as certified mail, return receipt requested and postage prepaid, to the other party, addressed as follows:

Tangipahoa Parish Government
Attn: Mrs. Melissa R. Cowart, CPA
Post Office Box 215
Amite, Louisiana 70422

City of Ponchatoula
Attn: Mr. Robert F. Zabbia
P.O. Box 312
Ponchatoula, LA 70454

IN WITNESS WHEREOF, the parties have executed this agreement in duplicate original on the date as first written above at Amite, Tangipahoa Parish, Louisiana.

WITNESSES:

TANGIPAHOA PARISH GOVERNMENT

(Print Name)

Robby Miller
Tangipahoa Parish President

CITY OF PONCHATOULA

(Print Name)

Robert F. Zabbia, Mayor

4.

T.P. Ordinance No. 19-39

AN ORDINANCE TO GRANT A VARIANCE TO ORDINANCES 97-25-ADOPTION OF STATE SANITARY CODE AND 19-13- MOBILE HOME PLACEMENT STANDARDS FOR DAVID FALCONE AT 13121 BRICKYARD ROAD, INDEPENDENCE, LA 70443

WHEREAS, David Falcone has an existing structure on this .992 acre of property;

WHEREAS, Ordinance 97-25 requires one acre for two residences and Ordinance 19-13 requires an individual parcel of record shall be a minimum of 1/2 acres for placement of a manufactured home;

WHEREAS, the Falcone property is .008 short of requirement and will not be in violation of the State Sanitary Code;

THEREFORE BE IT ORDAINED by the Tangipahoa Parish Council-President Government, governing authority of Tangipahoa Parish, State of Louisiana, that a variance to the Tangipahoa Parish Code of Ordinances, Parish of Tangipahoa, State of Louisiana, be granted to David Falcone to obtain approval to place a second residence on this property;

BE IT FURTHER ORDAINED that this ordinance shall become effective immediately upon signature of the Parish President.

This ordinance having been submitted in writing, having been introduced at a public meeting of the Tangipahoa Parish Council, discussed at a public hearing of said Council and was submitted to an official vote of the TPC.

On motion by _____ and seconded by _____, the foregoing ordinance was hereby declared adopted on this 23rd day of September, 2019 by the following roll-call vote:

YEAS:

NAYS: 0

ABSENT:

NOT VOTING: 0

ATTEST:

Kristen Pecararo, Clerk of Council
Tangipahoa Parish Council

Lionell Wells, Chairman
Tangipahoa Parish Council

INTRODUCED: September 9, 2019

PUBLISHED: September 19, 2019

The Daily Star- OFFICIAL
JOURNAL

ADOPTED BY TPC: September 23, 2019

DELIVERED TO PRESIDENT: _____ day of September, 2019 at _____

APPROVED BY PRESIDENT: _____
Robby Miller Date

VETOED BY PRESIDENT: _____
Robby Miller Date

RECEIVED FROM PRESIDENT: _____ day of September, 2019 at _____

T.P. Ordinance No. 19-4-

AN ORDINANCE TO AUTHORIZE THE PARISH PRESIDENT OR HIS AUTHORIZED DESIGNEE TO EXECUTE ANY AND ALL DOCUMENTS IN REGARDS TO THE PURCHASE AND ACQUISITION OF PROPERTY THROUGH THE HAZARD MITIGATION GRANT PROGRAM

BE IT ORDAINED by the Tangipahoa Parish Council-President Government, governing authority of Tangipahoa Parish, State of Louisiana that the action of Tangipahoa Parish President or his authorized designee is hereby authorized to execute all documents in regards to the purchase of the following properties through the Hazard Mitigation Grant Program (HMGP):

HMGP FEMA-4277-DR-LA, Project #0028

18091 Fox Hollow Loop, Hammond, LA 70401

41381 Firetower Road, Ponchatoula, LA 70454

21527 Leblanc Lane, Ponchatoula, LA 70454

14105 Jones Road, Ponchatoula, LA 70454

BE IT FURTHER ORDAINED that this ordinance shall become effective immediately upon adoption of the TPC and signature of the Parish President.

On motion by _____ and seconded by _____, the foregoing ordinance was hereby declared adopted on this 15th day of October, 2019 by the following roll-call vote:

YEAS:

NAYS:

ABSENT:

NOT VOTING:

ATTEST:

Kristen Pecararo
Clerk of Council
Tangipahoa Parish Council

Lionell Wells
Chairman
Tangipahoa Parish Council

INTRODUCED: September 23, 2019

PUBLISHED: October 10, 2019

DAILY STAR
OFFICIAL JOURNAL

ADOPTED: October 15, 2019

DELIVERED TO PRESIDENT: _____ day of October, 20189 at _____.

APPROVED BY PRESIDENT: _____
Robby Miller Date

VETOED BY PRESIDENT: _____
Robby Miller Date

RECEIVED FROM PRESIDENT: _____ day of October, 2019 at _____.

T.P. Ordinance No. 19-41

AN ORDINANCE PLACING NO TRUCK ROUTE SIGNS ON MIKE COOPER ROAD AND HARVEY LAVIGNE ROAD IN DISTRICT NO. 8 IN TANGIPAHOA PARISH IN ACCORDANCE WITH CHAPTER 20, STREETS, ROADS, SIDEWALKS AND DRAINAGE - ARTICLE I, IN GENERAL - SECTION 20-16

BE IT ORDAINED by the Tangipahoa Parish Council, governing authority of Tangipahoa Parish, State of Louisiana, as follows:

- 1) No Truck Route Signs on Harvey Lavigne Road and Mike Cooper Road in District No. 8

in Accordance With Chapter 20, Streets, Roads, Sidewalks And Drainage - Article I, in General - Section 20-16.

BE IT FURTHER ORDAINED that this ordinance shall become effective immediately upon signature of the Parish President and all previous ordinances in conflict with said ordinance are hereby repealed.

The above and foregoing ordinance having been duly submitted to the Tangipahoa Parish Council in writing; introduced at a public meeting of the Tangipahoa Parish Council; discussed at the said public hearing; after motion and second was submitted to the official vote of the Tangipahoa Parish Council.

On motion by _____ and seconded by _____, the foregoing ordinance was hereby declared adopted on this 15th day of October, 2019 by the following roll-call vote:

YEAS:

NAYS:

ABSENT:

NOT VOTING:

ATTEST:

Kristen Pecararo
Clerk of Council
Tangipahoa Parish Council

Lionell Wells
Chairman
Tangipahoa Parish Council

INTRODUCED: September 23, 2019

PUBLISHED: October 10, 2019

DAILY STAR
OFFICIAL JOURNAL

ADOPTED: October 15, 2019

DELIVERED TO PRESIDENT: _____ day of October, 20189 at _____.

APPROVED BY PRESIDENT: _____
Robby Miller Date

VETOED BY PRESIDENT: _____
Robby Miller Date

RECEIVED FROM PRESIDENT: _____ day of October, 2019 at _____.

T.P. RESOLUTION NO. R19-22

WHEREAS, the Code of Federal Regulations as enacted by the United States Congress mandates that all structures defined as bridges located on all public roads shall be inspected, rated for safe load capacity and posted in accordance with the National Bridge Inspection Standards and that an inventory of these bridges be maintained by each State; and

WHEREAS, the responsibility to inspect, rate and load post those bridges under the authority of Tangipahoa Parish in accordance with those standards is delegated by the Louisiana Department of Transportation and Development to Tangipahoa Parish.

THEREFORE BE IT RESOLVED by the Tangipahoa Parish Council, governing authority of Tangipahoa Parish (hereinafter referred to as the Parish), State of Louisiana, that the Tangipahoa Parish in Regular Session assembled does hereby certify to the Louisiana Department of Transportation and Development (hereinafter referred to as the LA-DOTD) that for the period of October 2019 through September 2020:

- 1) The Parish has performed all interim inspections on all Parish owned or maintained bridges in accordance with the National Bridge Inspection Standards.
- 2) All bridges owned or maintained by the Parish have been structurally analyzed and 100% of the bridges have now been rated as to the safe load capacity in accordance with ASSHTO Manual for Maintenance Inspection for Bridges. The load posting information that has been determined by the LA-DOTD for all bridges where the maximum legal load under Louisiana State laws exceeds the load permitted under the operating rating as determined above has been critically reviewed by the Parish. Load posting information has been updated by the Parish to reflect all structural changes, any obsolete structural ratings or any missing structural ratings.
- 3) All Parish owned or maintained bridges which require load posting or closing are load posted or closed in accordance with the table in LA-DOTD Engineering Directives and Standards Manual Directive No. 1.1.1.8. All LA-DOTD supplied load posting information concerning a bridge has been critically reviewed by the Public Works Director prior to load posting.
- 4) All bridges owned or maintained by the Parish are shown on the attached list in the format specified by the LA-DOTD. Corrections to data supplied to the Parish by the LA-DOTD are noted.

These stipulations are pre-requisites to participation by the Parish in the Off-System Bridge Replacement Program.

On motion by _____ and seconded by _____, the foregoing resolution was hereby declared adopted on this the 23rd Day of September, 2019 by the following roll-call vote:

YEAS:

NAYS:

ABSENT:

NOT VOTING:

ATTEST:

Kristen Pecararo, Clerk of Council
Tangipahoa Parish Council

Lionell Wells, Chairman
Tangipahoa Parish Council

Robby Miller, President
Tangipahoa Parish

10.



Daniel Edwards

SHERIFF & EX-OFFICIO TAX COLLECTOR

Dennis Pevey
Chief Criminal Deputy

September 9, 2019

Tangipahoa Parish Council
P.O. Box 215
Amite, LA 70422

Dear Tangipahoa Parish Council Members:

The following has applied for a **2019** liquor license through the Tangipahoa Parish Sheriff's Office:

Business Name and Physical Location:

Angie's Blackcat LLC (New Ownership)

51555 Highway 51

Tickfaw, LA 70466

License Type:

Class A Beer (On Premise)

Class B Beer (Package Only)

Class A/B Liquor

The applicant has completed all paperwork requirements set forth under the Tangipahoa Parish Council Code of Ordinances governing Occupational Licenses in the Parish of Tangipahoa. Attached is the applicant's paperwork for your review.

Sincerely,

Carlos Notariano
TPSO Compliance Officer

/abj

Enclosures

DANNIE P. GARRETT, III*Attorney at Law, LLC*

635 Main Street, Unit #3

Baton Rouge, Louisiana 70801

225-382-0333

Dannie@dpg3law.com

225-330-7297 (fax)

CONTRACT FOR LEGAL SERVICES

The parties hereto are Dannie P. Garrett, III, Attorney at Law, LLC (“Attorney”) and the Tangipahoa Parish Government (“Client”). This contract shall be governed by the laws of the State of Louisiana and the Code of Professional Responsibility as promulgated by the Louisiana State Supreme Court, and any provisions herein determined to be unenforceable may be severed, leaving the remainder in full force and effect.

Attorney agrees to undertake representation of Client as follows:

Assist in the process of consolidating precincts that fall below the threshold established in state law.

In compensation for the services set forth hereinabove, Client shall pay Attorney legal fees at the rate of \$200.00 per hour, billed in increments of 1/10 of an hour, which amounts shall be invoiced on a monthly basis by Attorney. Such billings shall be payable within thirty (30) days, upon presentation to Client of a detailed hourly billing summary. Normal costs, such as telephone charges, copy charges, and mileage will not be subject to reimbursement; however, extraordinary costs, including but not limited to commercial carrier delivery charges, litigation expenses or court costs, will be subject to reimbursement upon inclusion in a regular monthly invoice. Such costs should be preapproved by Client unless the need therefore is impractical.

The effective date of this Contract for Legal Services shall be the date executed by Client and continue therefrom until such time as one party has notified the other party, in writing, of a desire to terminate the Attorney-Client relationship.

In the event that the contract is terminated by either party:

- Attorney agrees to facilitate the transfer of non-work product documents to the Attorney selected by Client.
- Client agrees to make full and final payment for all work performed with fifteen (15) days of the submission of a final invoice for legal services rendered.
- Attorney will retain work-product documents with destruction only after written notice from client or the expiration of 3 years from date of termination.

Both parties agree that all written communications shall be conducted through the addresses set forth herein.

11.

In the event that there is a dispute over the terms of this contract, including but not limited to fees charged, the parties hereby agree to binding arbitration to be performed by the American Arbitration Association, or other arbitrator mutually agreed upon by the parties.

Signed:

Signed:

Dannie P. Garrett, III
Attorney at Law, LLC
LSBA 22057
635 Main Street, #3
Baton Rouge, Louisiana 70801
225-382-0333
225-330-7297 (fax)
Dannie@dpg3law.com

Tangipahoa Parish Government,
Through its authorized President,
Robby Miller
206 E. Mulberry St.
Amite City, Louisiana 70422
985-748-3211
rmiller@tangipahoa.org

Dated: September 13, 2019

Date: _____