

2023-0344

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

ORDINANCE NO. 23-12-11

An ordinance approving and authorizing the execution of a Contract with Omega Foundation Services, Inc., for Primrose Canal Cleaning and Improvements - Phase 1A (Project No. P210202) in the amount of \$2,757,000.00.

WHEREAS, Ordinance No. 21-3-2 adopted on March 15, 2021, by the St. Charles Parish Council, approved and authorized the execution of a Professional Services Agreement with Bryant Hammett & Associates, LLC for providing all necessary surveying services for the Primrose Canal Cleaning and Improvements Project (P210202), in the lump sum amount of \$39,810.00; and,

WHEREAS, Ordinance No. 22-3-11 adopted on March 21, 2022, by the St. Charles Parish Council, approved and authorized the execution of a Professional Services Agreement with C. H. Fenstermaker & Associates, LLC, to perform engineering services for Primrose Canal Cleaning and Improvements (Project No. P210202), in the amount not to exceed \$637,824.00; and,

WHEREAS, Ordinance No. 23-11-4 adopted on November 6, 2023, by the St. Charles Parish Council, approved and authorized the execution of Amendment No. 1 to Ordinance No. 21-3-2, with Bryant Hammett & Associates, LLC to increase the overall surveying contract by \$27,860.00, bringing the overall contract value to \$67,670.00; and,

WHEREAS, sealed bids were received by St. Charles Parish on August 15, 2023, for Primrose Canal Cleaning and Improvements - Phase 1A (Project No. P210202); and,

WHEREAS, C. H. Fenstermaker & Associates, LLC has reviewed the bids and recommends that the Contract be awarded to the lowest responsive and responsible bidder, Omega Foundation Services, Inc., in the amount of \$2,757,000.00.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the bid of Omega Foundation Services, Inc., for the construction of Primrose Canal Cleaning and Improvements Phase - 1A (Project No. P210202) is hereby approved and accepted in the amount of \$2,757,000.00.

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

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

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

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

And the ordinance was declared adopted this 18th day of December, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: *Bob Bellamy*
SECRETARY: *Michelle Dupontato*
DLVD/PARISH PRESIDENT: December 19, 2023
APPROVED: ✓ DISAPPROVED: _____

PARISH PRESIDENT: *Matthew Jewell*
RETD/SECRETARY: December 19, 2023
AT: 11:22 am RECD BY: *[Signature]*

RECORDED IN THE ST. CHARLES PARISH
CLERK OF COURT OFFICE
ON 2/20/24
AS INSTRUMENT NO. 480048
IN (MORTGAGE) CONVEYANCE/OATH BOOK

NOTICE OF CONTRACT

ORDINANCE NO. 23-12-11

PRIMROSE CANAL CLEANING AND IMPROVEMENTS – PHASE 1A
PROJECT NUMBER P210202

STATE OF LOUISIANA

PARISH OF ST. CHARLES

PLEASE TAKE NOTICE that by virtue of a written contract dated February 2, 2024 St. Charles Parish, 15045 River Road, P. O. Box 302, Hahnville, LA 70057, through its Parish President, Matthew Jewell, duly authorized by Ordinance No. 23-12-11 adopted by the St. Charles Parish Council on December 18, 2023, and Omega Foundation Services, Inc., P.O. Box 96, Ethel, LA 70730, through Andrew Bennett, President, entered into a contract to furnish all labor and materials and perform the work required to build, construct, and complete in a thorough and workmanlike manner in connection with the following: Primrose Canal Cleaning and Improvements – Phase 1A, Project Number P210202, in St. Charles Parish, Louisiana, for the price and sum of TWO MILLION SEVEN HUNDRED FIFTY-SEVEN THOUSAND DOLLARS AND 00/100, (\$2,757,000.00), the work under the Contract to be completed within sixty (60) calendar days from the date of the Notice to Proceed.

Said basic work is generally described as follows: Stabilization of existing drainage canal banks by the installation of steel sheet piles along the top banks, clearing and grubbing trees and vegetation along the top bank, grading the top bank with appropriate fill to ensure positively water flow over the steel sheet piles into the drainage canal, and removing existing structures and obstructions within the construction limits according to the Contract Documents prepared by C.H. Fenstermaker & Associates, L.L.C. dated June 1, 2023 and certified December 15, 2023.

The contract price is firm and subject only to modifications by written change order agreed to by both parties. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. The complete Contract Documents may be reviewed at the Records Office of the St. Charles Parish Council, 3rd floor, Parish Courthouse, 15045 River Road, Hahnville, LA.

Principal Work Location: Luling, LA. All of the work of this Contract is located in rights-of-way owned and/or granted right to use by St. Charles Parish.

THUS DONE AND SIGNED, this 2nd day of February, 2024, in the presence of the undersigned.

WITNESSES:

Billy Raymond
Racey Hoyle

ST. CHARLES PARISH

Matthew Jewell
BY: MATTHEW JEWELL
PARISH PRESIDENT

THUS DONE AND SIGNED, this 12 day of February, 2024, in the presence of the undersigned.

WITNESSES:

Yate
Will Wen

OMEGA FOUNDATION SERVICES, INC.

Andrew Bennett
BY: ANDREW BENNETT
PRESIDENT

SECTION 00500

CONTRACT

This agreement entered into this 2nd day of Feb., 20 24, by Omega Foundation Services, Inc., hereinafter called the "Contractor", whose business address is P.O. Box 96 Ethel, LA 70730, and the St. Charles Parish, hereinafter called the "Owner".

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

ARTICLE 1

STATEMENT OF WORK

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

Project Name: Primrose Canal Cleaning and Improvements – Phase 1A
Project Number: P210202

- 1.02 The abovementioned work shall be completed in strict accordance with Contract Documents prepared by: C.H. Fenstermaker & Associates, L.L.C.
- 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 June 1, 2023, Addenda number(s) 1 & 2, the Instruction to Bidders, Supplemental Instructions to Bidders, Louisiana Uniform Public Works Bid Form, General Conditions, Supplementary Conditions (if applicable), any Addenda thereto, impose duties and obligations upon the parties herein, and said parties thereby agree that they shall be bound by said duties and obligations. For these purposes, all of the provisions contained in the aforementioned Contract Documents are incorporated herein by reference with the same force and effect as though said Contract Documents were herein set out in full.
- 1.04 The Work is generally described as follows: Stabilization of existing drainage canal banks by the installation of steel sheet piles along the top banks, clearing and grubbing trees and vegetation along the top bank, grading the top bank with appropriate fill to ensure positively water flow over the steel sheet piles into the drainage canal, and removing existing structures and obstructions within the construction limits.

ARTICLE 2

ENGINEER

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

ARTICLE 3

CONTRACT TIME

- 3.01 The Contractor shall complete the Work under the Contract within 60 working days from the date stated in the Notice to Proceed.

ARTICLE 4

LIQUIDATED DAMAGES

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

ARTICLE 5

CONTRACT PRICE

- 5.01 The Owner will pay and the Contractor will accept in full consideration for the performance of the Contract the sum of:

(\$2,757,000.00) Two Million Seven Hundred Fifty-Seven Thousand 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 (Number 1 inclusive)
- h) Contract documents bearing the general title "Project No. P210202 – Primrose Canal Cleaning and Improvements – Phase 1A" dated June 1, 2023.
- i) Drawings, consisting of a cover sheet dated June 1, 2023 and the sheets listed on Drawing Title Sheet Phase 1A; each sheet bearing the following general title:

PRIMROSE CANAL CLEANING AND IMPROVEMENTS
- j) General Conditions (Section 00700)
- k) Supplementary Conditions (if applicable for compliance purposes) (Section 0800)

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

ARTICLE 9

MISCELLANEOUS

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

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

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

OWNER: Parish of St. Charles

By: Matt Zanca
Title: Parish President

CONTRACTOR:

By: [Signature]
Title: President

ATTEST:

By: [Signature]
Title: Exec - Asst.

ATTEST:

By: [Signature]
Title: Estimator

END OF SECTION

SECTION 00610

PAYMENT BOND

Omega Foundation Services, Inc.

as Principal, and Travelers Casualty and Surety Company of America,
a surety company or companies authorized to do business in Louisiana, as Surety, are bound, in solido,
unto St. Charles Parish Government

and unto all subcontractors, workmen and furnishers of materials and equipment, jointly in the sum of
Two Million Seven Hundred Fifty-Seven Thousand and no/100 DOLLARS (\$ 2,757,000.00),

payable in lawful money of the United States, and to this bond do obligate their heirs, successors and
assigns. In the case of cosureties, the cosureties assume an obligation in the sum of

N/A DOLLARS (\$ N/A),

for N/A and

N/A DOLLARS (\$ N/A),

for N/A

The consideration of this bond is such, that if the Principal shall perform this contract, made and entered
into on the

2nd day of February, 2024,

to construct Parish Project No. P210202 State Project No (If Applicable) N/A

entitled PRIMROSE CANAL CLEANING AND IMPROVEMENTS - PHASE 1A

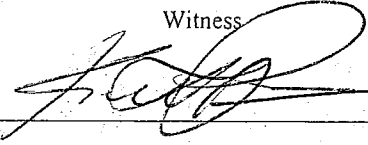
Parish of St. Charles, consisting of sheet pile installation and canal excavation

according to the stipulations in said contract attached hereto and made a part hereof, pay all sums due on
materials and supplies used and for wages earned by workmen employed on the work; this obligation
shall be void; otherwise to remain in effect.

It is agreed by the parties that this bond is given in accordance with Louisiana Revised Statutes of 1950,
Title 38, Chapter 10.

In faith whereof, we have subscribed this obligation at Baton Rouge, Louisiana

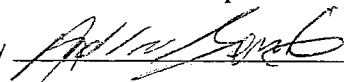
Witness our hands and seals, this 20th day of November, 2023,

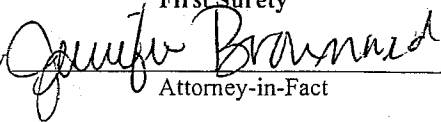
Witness


Keith Poret

Bailey Leon

Bailey Leon

Omega Foundation Services, Inc.
Principal
By  (Seal)
Andrew Bennett
Type or Printed Name

Travelers Casualty and Surety Company of America
First Surety
By  (Seal)
Attorney-in-Fact
Jennifer Broussard
Type or Printed Name

N/A
Second Surety
By N/A (Seal)
Attorney-in-Fact
N/A
Type or Printed Name

SECTION 00611

PERFORMANCE BOND

Omega Foundation Services, Inc.

as Principal, and Travelers Casualty and Surety Company of America,

a surety company or companies authorized to do business in Louisiana, as Surety, are bound, in solido, unto
St. Charles Parish Government

in the sum of

Two Million Seven Hundred Fifty-Seven Thousand and no/100 DOLLARS (\$ 2,757,000),

payable in lawful money of the United States, in order to secure the full and faithful performance and timely completion of the project described below according to its plans and specifications, including, but not limited to the payment of stipulated damages as specified in the contract, and to this bond do obligate their heirs, successors and assigns. In the case of cosureties, the cosureties assume an obligation in the sum of

N/A DOLLARS (\$ N/A),

for N/A and

N/A DOLLARS (\$ N/A),

for N/A,

The consideration of this bond is such, that if the Principal shall perform this contract, made and entered into

on the 2nd day of February, 2024,

to construct Parish Project No. P210202 State Project No. (if applicable) N/A

entitled PRIMROSE CANAL CLEANING AND IMPROVEMENTS – PHASE 1A

Parish of St. Charles, consisting of sheet pile installation and canal excavation


according to the stipulations in said contract attached hereto and made a part hereof, at the time and in the manner and form specified; perform all labor and work; and shall furnish all materials as specified in said contract, and the plans a specifications thereto attached and made a part thereof; this obligation shall be void; otherwise to remain in effect.

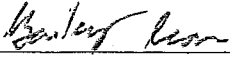
It is agreed by the parties that this bond is given in accordance with Louisiana Revised Statutes of 1950, Title 38, Chapter 10.

In faith whereof, we have subscribed this obligation at Baton Rouge, Louisiana

Witness our hands and seals, this 20th day of November, 2023,

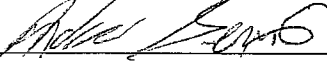
Witness


Keith Poret


Bailay Leon

Omega Foundation Services, Inc.

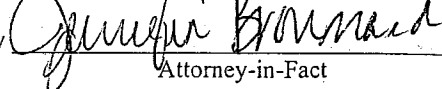
Principal

By  (Seal)

Andrew Bennett
Type or Printed Name

Travelers Casualty and Surety Company of America

Surety

By  (Seal)
Attorney-in-Fact

Jennifer Broussard
Type or Printed Name

N/A

Second Surety

By N/A (Seal)
Attorney-in-Fact

N/A
Type or Printed Name