

## **SECTION 00500**

### **CONTRACT**

This agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, by Kostmayer Construction, LLC, hereinafter called the "Contractor", whose business address is 1080 Old Spanish Trail, Ste. 14, Slidell, LA 70458, 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 all of the work required to build, construct and complete in a thorough and workmanlike manner:
- 1.02 The abovementioned work shall be completed in strict accordance with Contract Documents prepared by: Meyer Engineers, Ltd.
- 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 May 5, 2014, 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: Remove and replace 200 LF of 48" diameter x 3/8" w.t. steel discharge piping (for two (2) pipes) (includes coal tar epoxy coating, excludes any internal lining on steel piping).

### **ARTICLE 2**

#### **ENGINEER**

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

### ARTICLE 3

#### CONTRACT TIME

- 3.01 The Contractor shall complete all of the Work under the Contract within One Hundred Twenty (120) calendar days from the date stated in the Notice to Proceed.

### ARTICLE 4

#### LIQUIDATED DAMAGES

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 Two Hundred Seventy dollars \$500.00 per day as Liquidated Damages for delay (but not as a penalty). Such Liquidated Damages will be assessed for each calendar day that expires after the Contract Time. This amount represents a reasonable estimate of Owner's expenses for extended delays and the costs associated therein. This provision shall be effective between the parties ipso facto and without demand or putting in default, it being specifically agreed that the Contractor by his mere failure to complete the work on or before the date specified shall be deemed in default.

### ARTICLE 5

#### CONTRACT PRICE

- 5.01 The amount to be paid to the Contractor by the Owner for completion of all work Owner will pay and the Contractor will accept in full consideration for the completion of all Work is:
- a) (\$196,340.00) One Hundred Ninety-Six Thousand Three Hundred Forty and 00/100 Dollars based on unit prices specified within this contract document. Contract price is firm and subject only to modification by written Change Order agreed to and signed by both parties and the Engineer and approved by the St. Charles Parish Council.

## ARTICLE 6

### PAYMENT PROCEDURES

- 6.01 Contractor shall submit Applications for Payment to the Engineer in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.
- 6.02 Progress Payments. Progress payments will be based upon estimated quantities of contract unit price items or upon estimated percentages of completion of the schedule of lump sum values of labor and materials incorporated into the Work or suitably stored, on the last day of each month or other mutually agreed regular monthly date ending the progress payment period, less retainage.
- 6.03 Application for Payment Form. The form of the Application for Payment must be suitable to the Owner. The Owner reserves the right to withhold payment until the form of Application for Payment is deemed acceptable by the Owner.
- 6.04 Retainage. Per Paragraph 15.01.D retainage shall be withheld and payments will be made by the Owner in the payment amount of:
- a) Ninety percent (90%) of the approved payment applications for projects with contract of less than \$500,000.00; or
  - b) Ninety-five percent (95%) of the approved payment applications for projects with contract prices of \$500,000.01 or greater.
- 6.05 The normal retainage shall not be due the Contractor until after Substantial Completion and expiration of the forty-five (45) day lien period and submission to the Engineer of a clear lien certificate and invoice for retainage.
- 6.06 Final Payment. Upon the final completion of all Work, the Contractor may request a final inspection and may make a final Application for Payment as provided by Paragraph 15.06 of the General Conditions.
- 6.07 Final Acceptance. When Final Acceptance is granted by the Owner, the Owner shall file the certificate with the Recorder of Mortgages for St. Charles Parish.
- 6.08 At the expiration of the lien period the Contractor shall obtain a certificate from the Recorder of Mortgages of the Parish of St. Charles that the Contract is clear of any liens or privileges, and said certificate shall be presented to the Owner for final payment and release of retainage, less any such sums as may be lawfully withheld under the Contract.

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

## ARTICLE 7

### CONTRACTOR'S REPRESENTATIONS

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

## ARTICLE 8

### CONTRACT DOCUMENTS

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

- c) Payment Bond (Section 00610)
- d) Insurance Certificates
- e) Advertisement for Bids (Section 00010)
- f) Louisiana Uniform Public Works Bid Form (Section 00300)
- g) Addenda (Numbers 1 to 2 inclusive)
- h) Contract documents bearing the general title "Cousins Pump Station Discharge Pipe Replacement" dated May 5, 2014.
- i) Drawings, consisting of a cover sheet dated) May 5, 2014 and the sheets listed on Drawing Nos. 1-6; each sheet bearing the following general title: Cousins Pump Station Discharge Pipe Replacement.
- j) General Conditions (Section 00700)
- k) Supplementary Conditions (if applicable for compliance purposes) (Section 0800)

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

## ARTICLE 9

### MISCELLANEOUS

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

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

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

OWNER: Parish of St. Charles

CONTRACTOR: Kostmayer  
Construction, LLC

By: \_\_\_\_\_

By: Joseph Shp

Title: \_\_\_\_\_

Title: Project Manager

ATTEST:

ATTEST:

By: \_\_\_\_\_

By: Nareese Ansem

Title: \_\_\_\_\_

Title: Office Manager

END OF SECTION



# ST. CHARLES PARISH

## DEPARTMENT OF PUBLIC WORKS

100 RIVER OAKS DRIVE • DESTREHAN, LOUISIANA 70047

(985) 783-5102 • (985) 783-5104 • FAX (985) 725-2250

Website: [www.stcharlesparish-la.gov](http://www.stcharlesparish-la.gov)

V.J. ST. PIERRE, JR.  
PARISH PRESIDENT

SAM SCHOLLE  
DIRECTOR

## NOTICE OF AWARD

May 27, 2015

**TO: Kostmayer Construction, LLC**  
**1080 Old Spanish Trail, Suite #14**  
**Slidell, LA 70458**  
**Attn: Mr. Joseph Sharp, Project Manager**

**PROJECT NAME: Cousins Pump Station Discharge Pipe Replacement**

**PROJECT NO: P130101**

To Whom It May Concern:

You are hereby notified that your bid dated May 26, 2015, for the above Project has been considered. You are the apparent Lowest Responsible Bidder and may be awarded the Contract once all the required documents have been received, reviewed, successfully voted by the St. Charles Parish Council, and executed by the St Charles Parish President.

The Contract Price of this award is One Hundred Ninety-Six Thousand, Three Hundred Forty Dollars and No Cents (\$196,340.00 ).

**Deliver all documents to:**

Meyer Engineers, Ltd.  
4937 Hearst Street, Suite 1B  
Metairie, LA 70001-1120  
Attn: Jitendra Shah, Vice President

**Deliver the following documents by June 5, 2015**

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

**Deliver the following documents by June 6, 2015**

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

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



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

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

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

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

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

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

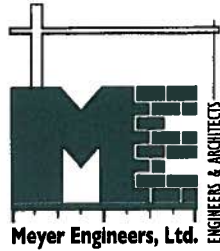


Sam Scholle  
Director Public Works/Wastewater

cc:

*Rachel Whitener, Public Works Accountant*  
*Lawrence "Lee" Zeringue, Public Works Engineer*  
*Jitendra Shah, Vice President, Meyer Engineers, Ltd.*  
*Project File P130101*

Richard C. Meyer, P.E.  
*President*  
David H. Dupré, P.E.  
*Vice President*  
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Charles E. Meyer, P.E.  
*Executive Vice President*  
Jitendra C. Shah, P.E.  
*Vice President*  
John Spranley, A.I.A.  
Matthew J. Falati, P.E.  
Elena G. Anderson, IIDA  
LA Reg. ID # 1353

May 26, 2015

Mr. Lawrence "Lee" Zeringue, P.E.  
Senior Parish Engineer  
St. Charles Parish Dept. of Public Works/Wastewater  
100 River Oaks Drive  
Destrehan, LA 70047  
EMAIL: [lzingue@stcharlesgov.net](mailto:lzingue@stcharlesgov.net)  
EMAILED AND MAILED

Re: Cousin Pump Station Discharge Pipes  
A/E Project No. 20-1270

Dear Mr. Zeringue,

We have reviewed the bids on the above referenced project. The low bidder was Kostmayer Construction, LLC, 1080 Old Spanish Trail, Slidell, LA 70458 in the amount of \$196,340.

We recommend awarding the Contract to Kostmayer Construction, LLC in the amount of \$196,340.

Contract completion time is One Hundred Twenty (120) days. A copy of the bid tabulation and bid comparison is enclosed.

Sincerely,

Meyer Engineers, Ltd.

Jitendra C. Shah

JCS/bgc

Enclosures



BID COMPARISON  
 COUSINS PUMP STATION DISCHARGE  
 A/E PROJECT NO. 20-1270 BID DATE: MAY 26, 2015

		MEYER ENGINEERS, LTD.		KOSTMAYER CONSTRUCTION, LLC		SEALEVEL CONSTRUCTION		VOLUTE, INC.		CYCLE CONSTRUCTION		
DESCRIPTION	✓ BASE BID	REMOVAL OF EXISTING 48" STEEL DISCHARGE PIPE										
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
1	164 LF	48" WELDED DISCHARGE PIPE	\$150.00	\$24,600.00	\$178.00	\$28,700.00	\$220.00	\$36,080.00	\$302.00	\$49,528.00	\$300.00	\$49,200.00
2	164 LF	ANTI-SEEPAGE COLLAR	\$850.00	\$139,400.00	\$510.00	\$83,640.00	\$855.00	\$140,220.00	\$990.00	\$157,440.00	\$700.00	\$114,800.00
3	2 EA	FLAP GATE ASSEMBLY INSTALLATION	\$10,000.00	\$20,000.00	\$3,000.00	\$6,000.00	\$2,000.00	\$4,000.00	\$4,140.00	\$8,280.00	\$8,000.00	\$16,000.00
4	2 EA	BEDDING MATERIAL (NET SECTION)	\$5,000.00	\$10,000.00	\$1,500.00	\$3,000.00	\$2,000.00	\$4,000.00	\$2,845.00	\$5,690.00	\$5,890.00	\$11,780.00
5	160 CY	PLASTIC MATERIAL (BACKFILL) (VEHICULAR MEASUREMENT)	\$60.00	\$9,600.00	\$100.00	\$15,000.00	\$110.00	\$16,500.00	\$35.00	\$5,250.00	\$74.00	\$11,100.00
6	250 CY	AGGREGATE MATERIAL (VEHICULAR MEASUREMENT)	\$25.00	\$6,250.00	\$60.00	\$15,000.00	\$45.00	\$11,250.00	\$45.00	\$11,250.00	\$16.50	\$4,125.00
7	200 CY	MOBILIZATION	\$60.00	\$12,000.00	\$125.00	\$25,000.00	\$93.00	\$18,600.00	\$65.00	\$13,000.00	\$75.00	\$15,000.00
8	1 LS	RELOCATION OF INFRASTRUCTURE ITEMS	\$50,000.00	\$50,000.00	\$10,000.00	\$10,000.00	\$11,000.00	\$11,000.00	\$15,000.00	\$15,000.00	\$59,000.00	\$59,000.00
9	1 LS		\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
TOTAL				\$281,250.00	\$196,340.00	\$281,650.00	\$275,438.00	\$290,925.00				