

2022-0137

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

ORDINANCE NO. 22-5-15

An ordinance approving and authorizing the execution of Change Order No. 1 (Final) for the St. Charles Parish Westbank Trailhead, Parish Project No. P180603, to increase the contract amount by \$1,767.00 and increase contract time by 168 days.

WHEREAS, Ordinance No. 18-6-3 adopted June 4, 2018, by the St. Charles Parish Council, approved and authorized the execution of a Professional Services Agreement between Principal Engineering and St. Charles Parish for the design of a Trailhead later to be the St. Charles Parish Westbank Trailhead, Parish Project No. P180603; and,

WHEREAS, Ordinance No. 20-12-14 adopted December 21, 2020, by the St. Charles Parish Council, approved and authorized the execution of a contract with LA Contracting Enterprise, LLC. for the St. Charles Parish Westbank Trailhead, Parish Project No. P180603, with a bid in the amount of \$406,228.00; and,

WHEREAS, it is necessary to increase the original contract to the final amount of \$407,995.00 and add 168 contract days; and,

WHEREAS, the increase in contract price by \$1,767.00 is a result of a sidewalk extension from 148 square yards to 167 square yards of concrete; and,

WHEREAS, the increase in contract days is a result of manufacturing/shipping delays due to Hurricane Ida and the Coronavirus Pandemic.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Change Order No. 1 (Final) for the St. Charles Parish Westbank Trailhead, Parish Project No. P180603, to increase the contract amount by \$1,767.00 and increase contract time by 168 days is hereby approved and accepted.

SECTION II. That the Parish President is hereby authorized to execute said Change Order No. 1 (Final) on behalf of St. Charles Parish.

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 16th day of May, 2022, to become effective five (5) days after this publication in the official journal.

CHAIRMAN:

SECRETARY:

DLVD/PARISH PRESIDENT:

APPROVED:

DISAPPROVED:

PARISH PRESIDENT:

RETD/SECRETARY:

AT: 2:37pm RECD BY:

RECORDED IN THE ST. CHARLES PARISH
CLERK OF COURT OFFICE

ON

AS ENTRY NO.

IN MORTGAGE/CONVEYANCE BOOK

NO.

FOLIO

SECTION 00806

CHANGE ORDER

No. 1 (Final)

DATE OF ISSUANCE 02/17/2022

EFFECTIVE DATE 5/18/22

OWNER St. Charles Parish Government

CONTRACTOR LA Contracting Enterprise, L.L.C.

Contract: _____

Project: St. Charles Parish Westbank Trailhead

OWNER's Contract No. P180603 ENGINEER's Contract No. _____

ENGINEER Principal Engineering, Inc.

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

Description:

1. Revise the Following Work Item Quantities:

- a. Contract Item #02 Connecting Sidewalk

The quantity is to be changed to *167 Square Yards. (+\$1,767.00)*

Total of Change in Work Items Quantity = *(+\$1,767.00)*

Reason for Change Order: List a reason for each Line Item listed above.

Revise Work Item Quantities

- a. Increase sidewalk extension from 148 Square Yards to 167 Square Yards of concrete
b. Sidewalk path was not known at the time of design. Unit price was established using an estimated quantity.

Change in contract time:

1. Work change directive No. 1 – increase days by 34.
2. Hurricane days – 30 days
3. Manufacturing delays – 104 days

Attachments: (List documents supporting change)

1. Work change directive No. 1

CHANGE IN CONTRACT PRICE:
Original Contract Price \$ <u>406,228.00</u>
Net Increase (Decrease) from previous Change Orders No. ___ to ___: \$ <u>N/A</u>
Contract Price prior to this Change Order: \$ <u>406,228.00</u>
Net increase (decrease) of this Change Order: \$ <u>1,767.00</u>
Contract Price with all approved Change Orders: \$ <u>407,995.00</u>

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: <u>June 17, 2021</u> Ready for final payment: <u>June 17, 2021</u> (days or dates)
Net change from previous Change Orders No. ___ to No. ___: Substantial Completion: <u>N/A</u> Ready for final payment: _____ (days)
Contract Times prior to this Change Order: Substantial Completion: <u>June 17, 2021</u> Ready for final payment: <u>June 17, 2021</u> (days or dates)
Net increase (decrease) this Change Order: Substantial Completion: <u>168 days</u> Ready for final payment: <u>85 days</u> (days)
Contract Times with all approved Change Orders: Substantial Completion: <u>12/02/2021</u> Ready for final payment: <u>02/25/2022</u> (days or dates)

RECOMMENDED:

By: E. P. Bani
ENGINEER (Authorized Signature)

Date: 3-22-22

APPROVED:

By: Math Jewell
OWNER (Authorized Signature)

Date: 5/18/22

ACCEPTED:

By: [Signature]
CONTRACTOR (Authorized Signature)

Date: 3/22/2022

SECTION 00805

WORK CHANGE DIRECTIVE

No. 1

DATE OF ISSUANCE January 15, 2021 EFFECTIVE DATE January 18, 2021

Owner: St. Charles Parish Gov't
Contractor: LA Contracting Enterprise, L.L.C.
Contract: _____
Project: St. Charles Parish Westbank Trailhead
Owner's Contract No.: P180603 Engineer's Contract No.: n/a
ENGINEER: Principal Engineering, Inc.

Contractor is directed to proceed promptly with the following change(s):
Description: Contract time is extended by 34 days due to fabrication lead times.

Attachments: (List documents supporting change) None

Purpose for Work Change Directive:

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: (check one)

- ☐ Non-agreement on pricing of proposed change.
☒ Necessity to proceed for schedule or other project reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$ N/A [increase] [decrease]

Contract Time 34 days [increase] [decrease]

Basis of estimated change in Contract Price:

- ☐ Lump Sum ☐ Unit Price
☐ Cost of the Work ☐ Other

Recommended: ,	Limited Authorization By*:	Received:
By: <u>E. P. Bane</u>	By: <u>Robert B. Jr.</u>	By: <u>[Signature]</u>
Engineer (Authorized Signature)	Owner's Representative*	Contractor (Authorized Signature)
Title: <u>Project Manager</u>	Title: <u>Director Public Works</u>	Title: <u>Project Manager</u>
Date: <u>1-15-21</u>	Date: <u>1/21/2021</u>	Date: <u>1/20/2021</u>

*Owner's Representative is not authorized to finalize a Change Order nor does the Work Change Directive substitute the Change Order process as more fully set out in the General Conditions of the Construction Contract.

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____

AIA Type Document
Application and Certification for Payment

Pg 2 of 2

TO (OWNER): ST CHARLES PARISH 15045 RIVER ROAD HAHNVILLE, LA 70057		PROJECT: St Charles Westbank Trailhead	APPLICATION NO: 9 PERIOD TO: 2/28/2022	DISTRIBUTION TO: - OWNER - ARCHITECT - CONTRACTOR
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FROM (CONTRACTOR): LA CONTRACTING ENTERPRISE, LLC 1645 SAINT PATRICK STREET THIBODAUX, LA 70301		VIA (ARCHITECT): Principal Engineering, Inc. 1011 N. Causeway Blvd. Suite 19 Mandeville, LA 70471	ARCHITECT'S PROJECT NO:	
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CONTRACT FOR: St Charles Westbank Trailhead

CONTRACT DATE: 10/20/2020

ITEM	DESCRIPTION	PLAN QTY	UNIT	UNIT PRICE	SCHEDULED VALUE	PREV COMP QTY/%	PREVIOUS APPL	COMP QTY/% THIS PERIOD	COMP AMT THIS PERIOD	STORED MATERIAL	COMP QTY/% TO DATE	COMPLETED AND STORED	%	BALANCE
01	Trailhead Facility	LS		\$0.00	\$271,364.00	100.00000%	\$271,364.00	.00000%	\$0.00	\$0.00	100.00000%	\$271,364.00	100.00	\$0.00
02	Connecting Sidewalk (PCC, Base, Geotextile, Excavation, Backfill, Incidentals)	148.000 SY		\$93.00	\$13,764.00	148.00000	\$13,764.00	.0000	\$0.00	\$0.00	148.00000	\$13,764.00	100.00	\$0.00
03	One Year of Ground Maintenance	LS		\$0.00	\$8,400.00	100.00000%	\$8,400.00	.00000%	\$0.00	\$0.00	100.00000%	\$8,400.00	100.00	\$0.00
04	Azek TimberTech Decking	LS		\$0.00	\$3,800.00	100.00000%	\$3,800.00	.00000%	\$0.00	\$0.00	100.00000%	\$3,800.00	100.00	\$0.00
05	Gazebo Structure, Foundation, Lighting & Landscaping	LS		\$0.00	\$88,900.00	100.00000%	\$88,900.00	.00000%	\$0.00	\$0.00	100.00000%	\$88,900.00	100.00	\$0.00
06	Relocation of Infrastructure	LS		\$0.00	\$20,000.00	100.00000%	\$20,000.00	.00000%	\$0.00	\$0.00	100.00000%	\$20,000.00	100.00	\$0.00
2A	Connecting Sidewalk (PCC, Base, Geotextile, Excavation, Backfill, Incidentals)	19.000 SY		\$93.00	\$1,767.00	19.00000	\$1,767.00	.0000	\$0.00	\$0.00	19.00000	\$1,767.00	100.00	\$0.00
REPORT TOTALS					\$407,995.00		\$407,995.00		\$0.00			\$407,995.00		\$0.00



P.O. Box 5178
Thibodaux, LA 70302
(985) 446-2212
(985) 446-2231 Fax

September 14, 2021

Re: Hurricane Ida (Notice #1)

Project: St Charles West Bank Trailhead

Dear Mr. Barre,

First and foremost, we hope that you, your family, and colleagues made it through Hurricane Ida with little to no damage. LA Contracting Enterprise is headquartered in Lafourche Parish, which was one of the hardest hit areas, and most of our employees reside in Lafourche or surrounding parishes. Thankfully our office was spared from major damage, and we are making every effort to get to a point where we can resume normal business. We are fully committed to pursuing the completion of our contract with you; however, there is a strong likelihood that we will encounter delays, lost productivity, and other problems as a result of this catastrophic act of nature.

Unfortunately, we cannot quantify the magnitude or scope of delays and issues that we will face as a result of the storm at this time. We will monitor and assess each project on a daily basis and update you and the owner as information becomes available.

In accordance with our contract, please consider this correspondence to be our formal notice of potential claims and/or delays to our work. LA Contracting Enterprise, LLC hereby reserves all rights it may have under the contract and applicable law to protect its legal and commercial interests, including without limitation the right to seek additional compensation and/or extension of time. We are evaluating all options to minimize any impacts to the project, and we will keep you apprised of any new information received.

The rebuilding process following this storm will be a long and challenging journey for all, but we are committed to continuing our progress as a cooperative partner with both you and the owner. Thank you for your understanding and cooperation through yet another unforeseen natural disaster.

Your Truly,

JP Bourgeois



P.O. Box 5178
Thibodaux, LA 70302
(985) 446-2212
(985) 446-2231 Fax

08/02/2021

Re: *Coronavirus (COVID-19) Pandemic (Delta Variant) (Notice #2)*

***St Charles Westbank Trailhead
Project No. R180603***

Dear Emile Barre,

Due to the rapidly evolving situation concerning the Coronavirus (COVID-19), which has been declared a pandemic by the World Health Organization and as a result of which the federal government has declared a state of emergency, we wanted to inform you that LA Contracting Enterprise, LLC remains fully committed to pursuing the completion of our work in a safe, reasonable and prudent manner. Nevertheless, we realize that there is a reasonable likelihood that we will encounter delays, lost productivity, and other problems as a result of this unforeseen and unprecedented situation.

As of this morning, LA Contracting currently has a number of employees out due to exposure of COVID-19. We had only one case as of Tuesday of last week.

We are closely monitoring this situation, but specific impacts to our work may include (but are not limited to) shortages in labor, materials and/or personal protective equipment, as well as delays in lead times for certain manufactured items due to factory closures or other mandates. Unfortunately, we are unable to predict the precise nature, or quantify the precise amount, of such delays and impact costs at this time.


To the extent our contract requires us to notify you of potential claims and/or delays to our work, please consider this correspondence to be our formal notice of same. LA Contracting Enterprise, LLC hereby reserves all rights it may have under the contract and applicable law to protect its legal and commercial interests, including without limitation the right to seek additional compensation and/or an extension of time. We are certainly evaluating all options to minimize any impacts to the Project, and we will keep you apprised of any new information we receive.

We understand these are difficult times for our city, our state and our country, and we strive to be a cooperative partner to you and our community. Thank you for your understanding, cooperation and efforts to minimize the potential impacts as we all go through this unexpected event together.

Sincerely,

Jeremy Landry



PlayPower LT Farmington, Inc is a Division of PlayPower, Inc.  PlayPower

Play Structures

12-08-2021

To: DynaPlay RE: St Charles TrailHead Parking Lot

To whom it might concern,

My name is Todd Brinker and I am the Senior Vice president of Commercial Growth at PlayPower / Little Tikes Commercial. I am writing to express my most sincere apologies regarding the delays and inconsistent delivery dates on your Wabash Valley order placed June 16, 2021 thru Hahn Enterprises, our Louisiana representative. This is not how we ever intend to treat our VIP clients.

On behalf of everyone at Playpower, I apologize for the hardship these delays have caused you and the Hope Haven Fitness Trail. I assure you these delays are in no way a reflection on the Hahn Enterprises team. They have gone above and beyond on your behalf in trying to expedite delivery.

To call this year difficult would be an understatement. As you are no doubt aware, virtually every industry has experienced significant COVID-related challenges with the supply and delivery of raw materials. Add in a constantly fluctuating work force and a very large volume of orders, and it's created a worst-case scenario for on-time deliveries in 2021.

These problems are temporary. We are making progress to a return to more normal lead times. We will do all we can to continue to expedite your remaining 2021 schedule of orders.

Again, our apologies for the frustration and delays in delivery.

If I can be of any assistance or if you require any additional information, please call me at your convenience. Please feel free to contact me with any questions.

W. Todd Brinker
SVP, Commercial Growth
PlayPower Inc.