

SECTION 00500

CONTRACT

This agreement entered into this _____ day of _____, 20 17, by Tullier Services, LLC, hereinafter called the "Contractor", whose business address is 58195 Homestead Drive, Plaquemine, LA 70764, 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: Environmental Engineering Services Inc.
- 1.03 It is recognized by the parties herein that said Contract Documents including by way of example and not of limitation, the Drawings and Specifications dated August 2016, 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: Upgrades to the Anna Lift Station with force main and the abandonment of the Ama Lift Station.

ARTICLE 2

ENGINEER

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

ARTICLE 3

CONTRACT TIME

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

ARTICLE 4

LIQUIDATED DAMAGES

- 4.01 Owner and Contractor recognize that the Owner will suffer direct financial loss if Work is not completed within the Contract Time specified plus any extensions thereof allowed in accordance with these General Conditions of this Contract, and therefore, time is of the essence. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Contractor and Surety agree to forfeit and pay Owner five hundred 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 Owner will pay and the Contractor will accept in full consideration for the performance of the Contract the sum of:
- a) (\$ 214,000.00) Two Hundred Fourteen 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 (Numbers 1 to 2 inclusive)
- h) Contract documents bearing the general title "Upgrades to Anna and Ama Lift Stations" dated August 2016.
- i) Drawings, consisting of a cover sheet dated) August 2016 and the sheets listed on Drawing Sheet 2 ; each sheet bearing the following general title: "Upgrade to Anna and Ama Lift Stations".
- 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: _____

Title: _____

ATTEST:

By: _____

Title: _____

CONTRACTOR:

By: William J. [Signature]

Title: PRESIDENT

ATTEST:

By: Thomas [Signature]

Title: PROJECT MANAGER

END OF SECTION



**Environmental
Engineering
Services, Inc.**

Consulting Civil Engineers

610 Belle Terre Boulevard
LaPlace, Louisiana 70068
Phone (985) 653-0185
Fax (985) 653-0182

www.eesinc.net
OSCAR J. BOUDREAUX, JR., P.E.

August 16, 2017

Lee Zeringue
St. Charles Parish
100 River Oaks Drive
Destrehan, LA

Re: **Recommendation of Award**
Upgrades to Anna and Ama Lift Stations
St. Charles Parish, LA
EES Project No. 1216

Dear Mr. Zeringue,

On August 15, 2017, the Parish accepted bids on the above referenced project. Ten (10) bidders submitted bids. We recommend award to the low bidder; Tullier Services, LLC of Plaquemine, LA in the amount of \$203,000.00 for the Base Bid and \$11,000.00 for Alternate No. 1, contingent on approval from LDEQ.

Please call our office if you have any questions.

Sincerely,
ENVIRONMENTAL ENGINEERING SERVICES, INC.

Oscar J. Boudreaux, Jr., P.E.

cc: William Tullier, Tullier Services, LLC



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

LARRY COCHRAN
PARISH PRESIDENT

CLAYTON FAUCHEUX
DIRECTOR

NOTICE OF INTENT TO AWARD

August 16, 2017

TO: Tullier Services, LLC
58195 Homestead Drive
Plaquemine, LA 70764

PROJECT NAME: Upgrades to Anna and Ama Lift Stations

PROJECT NO: SCP Project No. S080503-4, EES Project No. 1216

To Whom It May Concern:

You are hereby notified that your bid dated August 15, 2017, 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 TWO HUNDRED FOURTEEN THOUSAND DOLLARS AND NO CENTS (\$214,000.00).

Deliver all documents to:

Oscar J. Boudreaux, Jr., P.E.
Environmental Engineering Services, Inc.
610 Belle Terre Boulevard
LaPlace, Louisiana 70068

Deliver the following documents by August 25, 2017

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 August 26, 2017

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.

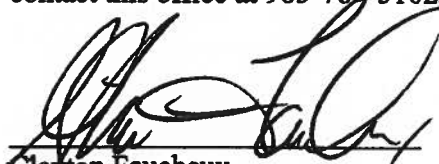
Construction Schedule – Contractor shall submit a construction schedule within 14 days of the date of this notice to the Engineer and Owner. Schedule items will include, as a minimum, the following:

- **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.



Clayton Fauchaux
Director Public Works/Wastewater

cc:

Mr. LJ Brady, Assistant Director of Wastewater
Mr. Brad Berthelot, Accountant
Mr. Lawrence "Lee" Zeringue, P.E., Senior Parish Engineer
Mr. Oscar J. Boudreaux, P.E., EES
Project File



PROJECT TITLE: Upgrades to Anna and Anna Lift Stations

PROJECT NO: S080503-4

DATE & TIME: Tuesday, August 15, 2017 at 10 am

ENGINEER'S ESTIMATE: \$300,000.00



BIDDER	ADDRESS	INCL EMAIL	LICENSE NUMBER	LICENSE NUMBER ON ENVELOPE	Required at Time of Bid Opening					Required within 10 days from Apparent Low Bidder				BASE BID	ALTERNATE 1 If Applicable	NOTES
					ACKNOWLEDGE ADDENDUM #1	ACKNOWLEDGE ADDENDUM #2	BID FORM 00300	BID BOND 00410	CORPORATE RES. 00485	ATTESTATION CLAUSE 00470	E-VERIFY AFFIDAVIT 00475	REQUEST TO SUBLET 00816	AFFIDAVITS 00480			
APC Construction	Claudia Caldeira 6810 Milling @ apcconstruction.com		51053		✓	✓	✓	✓	✓					\$ 301,103.00	\$ 31,344.00	
BLD Services, LLC	2424 Tyler Street, Kenner, LA 70062-4845 Albert Brenia @ bldic.net		46722		✓	✓	✓	✓	✓					\$ 217,000.00	\$ 10,000.00	
Carboline	17517 Figsch, Metairie, LA 70002															
Command Construction, LLC	3208 N. Turnbull Dr, Metairie, LA 70002 Thomas Behan stacie @ commandconstruction.com		40038		✓	✓	✓	✓	✓					\$ 319,000.00	\$ 9,900.00	
DNA Underground	dnadillies @ gmail.com		64320		✓	✓	✓	✓	✓	✓				\$ 330,000.00	\$ 35,000.00	
Gottfried Contracting	Gordon Gottfried, gordon @ gottfried-us.com, clindy @ gottfried-us.com		48909		✓	✓	✓	✓	✓					\$ 318,500.00	\$ 26,500.00	
IMC	James R. Blakey, jrbmech @ imc-inc.com		46581		✓	✓	✓	✓	✓					\$ 309,000.00	\$ 19,300.00	
Magnolia Construction Co. LLC	2654 Mission Dr. Baton Rouge, LA 70838 Philip Patterson, ppatterson @ magcorco.com jlmmons @ magcorco.com		38553													
Mitchell Contracting	Jay Rousseil, east @ mitchellcontractinginc.com		58035		✓	✓	✓	✓	✓					\$ 272,000.00	\$ 18,000.00	
M. R. Pittman Group	Blake Boudreau, blake @ mrpittman.com															
Sealevel Construction, Inc.	1089 Hwy 3185, The Woodlands, LA 70092-8, N. Folt, sallyjo @ sealevelpro.com		39878		✓	✓	✓	✓	✓					\$ 261,993.00	\$ 3,689.00	
Tullier Services	Elly Tullier, Tommy @ tullierservice.com		31671		✓	✓	✓	✓	✓					\$ 203,000.00	\$ 11,000.00	
Voithe, Inc.	Dennis L. Switzer, dennis @ coastealvoithe.com		49848		✓	✓	✓	✓	✓					\$ 257,000.00	\$ 25,400.00	



ST. CHARLES PARISH

DEPARTMENT OF WASTEWATER

100 RIVER OAKS DRIVE • DESTREHAN, LOUISIANA 70047

(985) 783-5100 • (985) 783-5102 • Fax: (985) 725-2253

Website: www.stcharlesparish-la.gov

LARRY COCHRAN
PARISH PRESIDENT

L.J. BRADY
ASST. DIR., WASTEWATER

CLAYTON FAUCHEUX
DIRECTOR

September 14, 2017

TO: Tiffany K. Clark
Council Secretary

FROM: Clayton Fauchaux
Director of Public Works/Wastewater

**SUBJECT: Upgrades to Anna and Ama Lift Stations
St. Charles Parish Project No. S080503-4**

Please introduce an Ordinance for the referenced project at the next Council Meeting, which is Monday, September 18, 2017. Thank you for your usual cooperation.

CF: red

Attachments