

SECTION 00806

CHANGE ORDER

No. 1 and Final

DATE OF ISSUANCE **October 23, 2023**

EFFECTIVE DATE _____

OWNER **St. Charles Parish**
CONTRACTOR **Couvillion Group**
Contract: **Ama Drainage Improvements Rebid**
Project: **Ama Drainage Improvements Rebid**
OWNER's Contract No. **P150801-2** ENGINEER's Contract No. _____
ENGINEER **Civil & Environmental Consulting Engineers**

You are directed to make the following changes in the Contract Documents: **To increase the contract amount by \$80,971.85 and add 218 additional workdays.**

Description:

1. **Delete the Following Work Items:**

- a. Contract Item #: **6 – Chain Link Fence with Barbed Wire**
Delete item in its entirety. **(-\$14,016.00)**
- b. Contract Item #: **7 – 12' Double Gate for Chain Link Fence**
Delete item in its entirety. **(-\$ 5,000.00)**
- c. Contract Item #: **19 – Flap Gate (Waterman F-55 or Equal)**
Delete item in its entirety. **(-\$ 23,000.00)**
- d. Contract Item #: **29 – Removable Railing**
Delete item in its entirety. **(-\$ 5,720.00)**

Total of Deducted Items = **(-\$47,736.00)**

2. **Add the Following Work Items:**

- a. New Contract Item #: **X-001 Concrete Obstruction and Additional Backfill**
Addition of **\$32,180.78**. See Email with SCP Public Works breakdown (Exhibit A dated October 23, 2023).
- b. New Contract Item #: **X-002 Discharge Pipe Changes (Add flanges per SCP Public Works)**
Addition of **\$65,254.90**. See Email with SCP Public Works breakdown (Exhibit A dated October 23, 2023).
- c. New Contract Item #: **X-003 Transformer Pad**
Addition of **\$23,567.00**. See Email with SCP Public Works breakdown (Exhibit A dated October 23, 2023).
- d. New Contract Item #: **X-004 Steel Price Adjustment**
Addition of **\$7,705.17**. See Email from Couvillion (Exhibit B dated March 8, 2022)

Total of Added Work Items = **(+\$128,707.85)**

3. **Revise the Following Work Item Quantities: N/A**

Reason for Change Order: List a reason for each Line Item listed above. *See attached example on how to fill in this information*

- 1. Deleted Work Items
 - a. Removed from Project Scope.
 - b. Removed from Project Scope.
 - c. Removed from Project Scope.
 - d. Removed from Project Scope.
- 2. Add Work Items

- a. To remove unforeseen concrete slab and grade beam, beyond the scope of the assumed grouted rip-rap, including backfilling the void with compacted limestone. Note: Unforeseen slab was buried approximately 2.5' below the canal bottom.
- b. Configuration changes per SCP Public Works.
- c. To provide for Entergy Transformer Pad.
- d. To account for rise in steel prices during bid extension of 30 days.

3. Revise Work Item Quantities

N/A

Attachments: Exhibit A – Email with SCP Public Works Breakdown (October 23, 2023)
Exhibit B – Email from Couvillion (March 8, 2022)

CHANGE IN CONTRACT PRICE:
Original Contract Price <u>\$2,752,705.00</u>
Net Increase (Decrease) from previous Change Orders No. ___ to ___: <u>\$0.00</u>
Contract Price prior to this Change Order: <u>\$2,752,705.00</u>
Net increase (decrease) of this Change Order: <u>\$80,971.85</u>
Contract Price with all approved Change Orders: <u>\$2,833,676.85</u>

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: <u>November 2, 2022</u> Ready for final payment: _____ (days or dates)
Net change from previous Change Orders No. ___ to No. ___: Substantial Completion: _____ Ready for final payment: _____ (days)
Contract Times prior to this Change Order: Substantial Completion: <u>November 2, 2022</u> Ready for final payment: _____ (days or dates)
Net increase (decrease) this Change Order: Substantial Completion: <u>218 days</u> Ready for final payment: _____ (days)
Contract Times with all approved Change Orders: Substantial Completion: <u>June 8, 2023</u> Ready for final payment: _____ (days or dates)

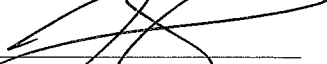
RECOMMENDED:

APPROVED:

ACCEPTED:

By: 
ENGINEER (Authorized Signature)

By: _____
OWNER (Authorized Signature)

By: 
CONTRACTOR (Authorized Signature)

Date: 11/17/23

Date: _____

Date: 11/17/23

EXHIBIT A

Pam McNulty

From: Dawn Higdon <dhigdon@stcharlesgov.net>
Sent: Monday, October 23, 2023 12:20 PM
To: Andre Ford; Miles Bingham
Cc: Corey Oubre
Subject: FW: St. Charles Parish Project No. P150801-2 AMA - FOR SETTLEMENT PURPOSES ONLY
Attachments: P150801-2 DRAFT Section 00806 Change Order Form.pdf
Follow Up Flag: Follow up
Flag Status: Flagged

Dawn H. Higdon
Paralegal II
St. Charles Parish
Department of Legal Services
Corey M. Oubre, Parish Attorney
Robert L. Raymond, Assistant Parish Attorney
15058 River Road
Hahnville, LA 70057
(985)783-5013
dhigdon@stcharlesgov.net

From: Hathorn, Phoebe <phathorn@frilot.com>
Sent: Monday, October 23, 2023 12:10 PM
To: Corey Oubre <cmoubre@stcharlesgov.net>
Cc: Dawn Higdon <dhigdon@stcharlesgov.net>; Denny, Danica <DDenny@frilot.com>
Subject: RE: St. Charles Parish Project No. P150801-2 AMA - FOR SETTLEMENT PURPOSES ONLY

Hi Corey,

Couvillion Group has agreed to resolve the matters addressed in our May 17, 2023 correspondence based upon the terms delineated in your below September 29, 2023 correspondence, as reflected in the attached signed Change Order Form. Please kindly advise when you anticipate that this matter will be presented to the St. Charles Parish Council.

Best regards,

Phoebe

FRILOT | LLC

Phoebe Hathorn
1100 Poydras Street, Suite 3700
New Orleans, LA 70163
504.599.8256 office
504.599.8279 fax

From: Hathorn, Phoebe
Sent: Monday, October 2, 2023 9:13 AM
To: Corey Oubre <cmoubre@stcharlesgov.net>
Cc: Dawn Higdon <dhigdon@stcharlesgov.net>; Denny, Danica <DDenny@frilot.com>
Subject: RE: St. Charles Parish Project No. P150801-2 AMA - FOR SETTLEMENT PURPOSES ONLY

Corey,

Thank you for your response. We will update our client accordingly and advise concerning their response.

Best regards,

Phoebe

FRILLOT | **LLC**

Phoebe Hathorn
1100 Poydras Street, Suite 3700
New Orleans, LA 70163
504.599.8256 office
504.599.8279 fax

From: Corey Oubre <cmoubre@stcharlesgov.net>
Sent: Friday, September 29, 2023 2:49 PM
To: Hathorn, Phoebe <phathorn@frilot.com>
Cc: Dawn Higdon <dhigdon@stcharlesgov.net>
Subject: RE: St. Charles Parish Project No. P150801-2 AMA - FOR SETTLEMENT PURPOSES ONLY

FOR SETTLEMENT PURPOSES ONLY

Dear Mrs. Hathorn:

In response to your client's request to resolve this matter, St. Charles Parish proposes the following :

- Item 1 – Concrete Obstruction/Additional Limestone Backfill
 - The Parish agrees to the \$82,180.78.
 - The Parish has already paid \$50,000.00 for Invoice #10, resulting in a balance on this item of \$32,180.78.
 - St. Charles Parish agrees to a change order for this item in the amount of \$32,180.78.
- Item 2 – Transformer Pad
 - The Parish and Couvillion both agree with the \$23,567.00.
- Item 3 – Discharge Pipe

- Couvillion's number is \$90,399.68.
- The Parish will agree to a final payment of \$65,254.90 for this item (if agreeable, the Parish would not seek liquidated damages).
- Item 4 – Deleted Contract Items
 - Item 6 – Chain Link Fence at \$14,016, Item 7 – 12' Double Gate at \$5,000, Item 19 – Flap Gate at \$23,000, Item 29 – Removable Railing at \$5,720 – both parties agree to remove the amount of \$47,736.00 to delete these contract items.
- Item 5 – Steel price increase
 - The Parish agrees to the number of \$7,705.17.
- Item 6 – Days
 - Item 1 was accompanied by 18 calendar days and SCP already granted Couvillion 4 weather days, however these days would overlap with the days granted for the Entergy delay, see below.
 - SCP will grant a total of 176 days to bring the contract from 11/2/2022 to 4/27/2023 (first pump test).
 - If Couvillion agrees to St. Charles Parish proposal for Item 3 totaling \$65,254.90, St. Charles Parish will agree to grant 42 more days to extend the contract to 6/8/2023 when substantial completion was granted at the second pump test.
- Item 8 – Liquidated Damages
 - Potential LD's could be \$42,000 (4/27/2023-6/8/2023)
 - As mentioned above, St. Charles Parish will not seek liquidated damages if Couvillion agrees to Item 3 in the amount of \$65,254.90.

If the amount of \$65,254.90 is agreeable for Item Number 3 (Discharge Pipe), the following would be agreeable to St. Charles Parish as a final change order:

1. St. Charles Parish pays Couvillion \$32,180.78 for Item 1.
2. St. Charles Parish pays Couvillion \$23,567.00 for Item 2.
3. St. Charles Parish pays Couvillion \$65,254.90 for Item 3.
4. The Parties both agree to delete Item 4 from the contract.
5. St. Charles Parish pays Couvillion \$7,705.17 for Item 5.
6. The parties agree to 4 weather days and 18 days for Item 1, however overlapping with days mentioned in Item 6, see item 7 below.
7. The parties agree to extend the contract time to substantial completion on June 8, 2023 (extension of 218 days, 176+42).
8. St. Charles Parish will not seek liquidated damages for the 42 days totaling \$42,000.00.

Therefore, the total change order would consist of St. Charles Parish paying Couvillion \$128,707.85, removing items from the contract at a value of \$47,736.00, and granting Couvillion 218 calendar days to extend the contract from 11/2/2022 to 6/8/2023 and not incur any liquidated damages.

Attached is a DRAFT of the final change order in accordance with the above proposal, which is contingent upon St. Charles Parish Council approval.

Thanks,

Sincerely,

COREY M. OUBRE
DIRECTOR OF LEGAL SERVICES
ST. CHARLES PARISH
DEPT. OF LEGAL SERVICES
P. O. BOX 302
HAHNVILLE, LA 70057
TELEPHONE: (985)783-5013
FAX: (985)307-0861
CMOUBRE@STCHARLESGOV.NET



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EXHIBIT B

Marco Juarez

From: Couvillion Estimator <estimator@couvilliongrp.com>
Sent: Tuesday, March 8, 2022 5:58 PM
To: Marco Juarez
Cc: Jamie Colgin; 'Andre Ford'; 'Lee Zeringue'; 'Danny Hebert'
Subject: RE: Original Quote Vs. Updated Quote ESZ 19-700 Sheet Piling Submittal 23.1
Attachments: Submittal Sheet Piling 23.1.pdf

Marco,

We reviewed internally and the reason the weight changed is due to the wall lengths have increased because of the type of sheets we decided to use. We have had Meever review and redesign to fit as close as possible to the footprint requested on the original drawings. Therefore, we agree to the increase of \$7,705.17 for the additional costs in steel sheet piling.

Attached you will find a submittal of steel sheet piling 23.1 reflecting the changes that we originally submitted vs. now. We know that the type of sheets were approved, but would like your approval on the layout since we are "re-submitting" to reflect less sheets.

Please call with any questions.

Thanks

TAYLOR ROY
ESTIMATOR@COUVILLIONGRP.COM
M 504 / 427 / 4396

COUVILLION
371 WALKER ROAD
PO BOX 344
BELLE CHASSE LA 70037
T 504 / 656 / 8234
F 504 / 656 / 8235
WWW.COUVILLIONGRP.COM

From: Marco Juarez <mjuarez@hebertengineering.com>
Sent: Wednesday, March 2, 2022 3:25 PM
To: Couvillion Estimator <estimator@couvilliongrp.com>
Cc: Jamie Colgin <jcolgin@couvilliongrp.com>; 'Andre Ford' <aford@stcharlesgov.net>; 'Lee Zeringue' <lzingue@stcharlesgov.net>; 'Danny Hebert' <dhebert@hebertengineering.com>
Subject: RE: Original Quote Vs. Updated Quote ESZ 19-700

[EXTERNAL EMAIL - This email is from outside of Couvillion Group. Use caution when clicking on links or attachments.]

Taylor,

We have reviewed your quotes with the Parish, and have a couple of comments. The revised quote has 22,535 extra pounds of steel that the original quote does not have (279,374 lbs vs 256,839 lbs). There are also additional items in the revised quote that were not included in the original quote (extra sheet piles, corners pieces, additional freight, etc.). It seems like these items added after the bid should've been included in the original quote from the start. If we adjust the

unit price of the originally quoted sheet pile weights by 3 cents, we're only getting an increase in cost of \$7,705.17. Please advise.

Marco Juarez, P.E., M.S.



Civil & Environmental Consulting Engineers

Danny J. Hebert, P.E., L.L.C.

14433 River Road

Hahnville, LA 70057

www.hebertengineering.com

phone: (985) 785-2380

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Thank you.

From: Couvillion Estimator [<mailto:estimator@couvilliongrp.com>]

Sent: Thursday, February 24, 2022 9:33 AM

To: Marco Juarez <mjuarez@hebertengineering.com>; Danny Hebert <dhebert@hebertengineering.com>

Cc: 'Andre Ford' <aford@stcharlesgov.net>; Jamie Colgin <jcolgin@couvilliongrp.com>

Subject: Original Quote Vs. Updated Quote ESZ 19-700

Marco,

Attached you will find both the original and updated quote for the ESZ19-700 Sheet piling.

The amount went from \$297k to \$339k. Ignore the sales tax. It wasn't placed on the first quote.

Thanks,

TAYLOR ROY

ESTIMATOR@COUVILLIONGRP.COM

M 504 / 427 / 4396

COUVILLION

371 WALKER ROAD

PO BOX 344

BELLE CHASSE LA 70037

T 504 / 656 / 8234

F 504 / 656 / 8235

WWW.COUVILLIONGRP.COM



MEEVER USA

MAILING ADDRESS
3525 N. Causeway Blvd., Suite 306
Metairie, LA 70002

T +1 (866) 313 8770
E info@meeverusa.com
I www.meeverusa.com

QUOTATION:	008.12.RH8 REV0 RH8	Quote date:	12/13/2021
Project name:	Ama Drainage Improvements	City / State:	Ama Louisiana (LA)
Customer:	Couvillion Group	Project status:	bid date 12/14/21
Customer address:	371 Walker Road	Payment terms:	Net 30 - Subject to credit approval
Attn.	Taylor Roy	Estim. Delivery time:	From inventory Feb-22
Office/cell phone	504-656-8234; 504-427-4396	Delivery terms:	CPT Jobsite (by truck)
email address:	<u>estimator@couvilliongrp.com</u>	Quote Validity:	7 Days - subject to prior sale

Product description	Quantity	Unit length	Total Length : Wall Length	Unit Weight	Total weight	Unit Price	Total Price
1 ESZ-19-700 new pairs	13 pairs	55.0 ft	58.5 LF	108.60 lbs	77,649 lbs	\$0.87 per lb	\$67,554.63
2 ESZ-19-700 new pairs	27.5 pairs	60.0 ft	126.0 LF	108.60 lbs	179,190 lbs	\$0.87 per lb	\$155,895.30
3 Corner Pieces	6 pcs	55.0 ft				\$75.00 per ft	\$24,750.00
4 16 mils DFT CTE Coating - Both Sides	9752 sqft	top 20 ft				\$2.90 per sqft	\$28,281.96
5 Trucking cost	6 trucks					\$3,500.00 per load	\$21,000.00
256,839 lbs						Total price:	\$297,481.89

Material origin Foreign

Material standard New material subject to the industry standard unless noted otherwise.

Material specification Hot rolled sheet piles in ASTM A572 GR60

Terms & conditions Any other terms or trimming and liquidation charges are per our general sales & rental terms and conditions listed on our website.
Buyer to verify suitability, lengths, and quantities

Freight Freight charges and truck availability are subject to change between time of quotation and time of actual shipment

Other items Upon request we also supply: corners, fabrication, galvanizing, engineering support

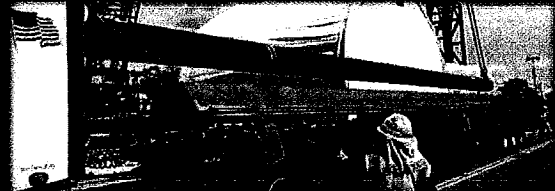
Sales contact(s) **Ronnie Hoefeld - 866-313-8770**
Call us at any time if you have questions or if you are looking for alternate options.

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Temporary Support of Excavation?

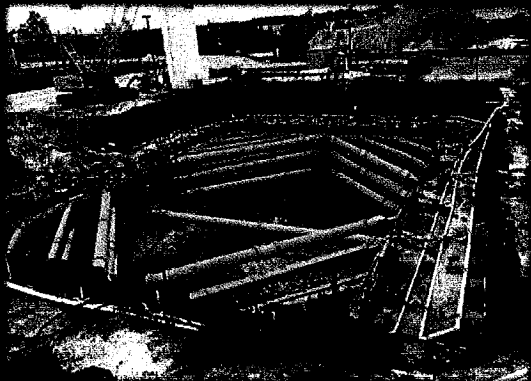
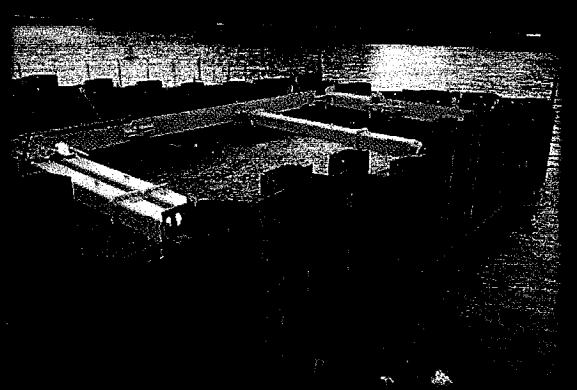
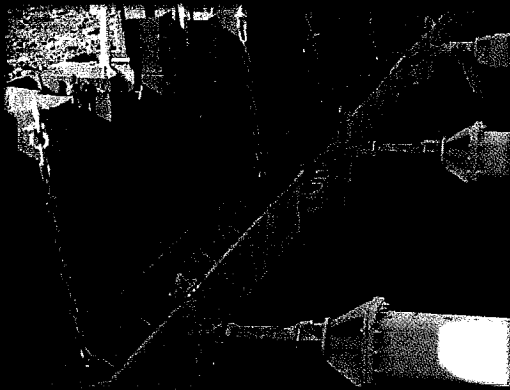
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Meever's patented Modular Bracing System

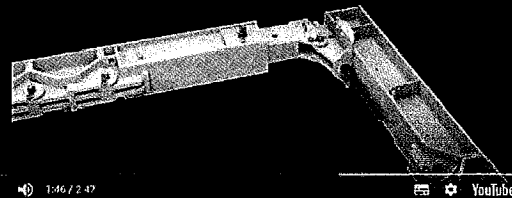
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6. **Changes** --- Order or specifications may not be cancelled or changed except upon terms that will indemnify the Seller against all loss. Postponement of delivery at Buyer's request, if for a period of more than thirty days, will not be made without Seller's approval first being obtained. Seller assumes no responsibility for any changes in specifications unless such changes are confirmed in writing by Buyer and accepted in writing by Seller. Any price variation resulting from such changes shall become effective immediately upon the acceptance of such changes .



7. Delivery and Transportation --- Delivery terms are as stated on the face of this document. Terms are subject to change without notice to those in effect at time of shipment. A: Shipments F.O.B. Destination --- Unless indicated otherwise on the face of this document, all shipments made F.O.B. destination at Buyer's plant or such other place served by common carrier at which Buyer or his representative takes custody of the product, when custody is taken at a point within the United States, are based upon prevailing freight rates. Freight will be allowed on delivered prices only to the extent set forth on the face of the invoice. In the case of pickup by the Buyer, Buyer's truck is destination and Seller will not deliver or bear any cost of shipment or transportation or make any allowance with respect thereto. Seller will in no event be responsible for spotting, switching, drayage, or other local charges at destination. B: Deliveries F.O.B. Shipping Point -- - Unless indicated otherwise on the face of this document, when the order is sold F.O.B. shipping point, whether the same be premises of Seller or its supplier, the cost of transportation thereof shall be borne by the Buyer. Freight charges are optional. Fuel Surcharge Cost "FSC" is included in the offered and agreed upon price and valid at time of ordering. If the FSC changes between time of ordering and time of shipment, Meever USA remains the right to adjust freight rates accordingly.

8. Inspection --- Where Buyer is to inspect, inspection and acceptance must be made before shipment.

9. Warranty and Limitation of Remedies --- Seller undertakes that the products sold hereunder shall conform to specifications on the face hereof. Upon receipt of definite shipping instructions from Seller, Buyer shall return all defective material or material not conforming to such specifications to Seller after inspection by Seller, or at Seller's election subject to inspection by Seller's representative. The material returned must be returned in the same condition as when received by the Buyer. Defective material or material not conforming to specification so returned shall be replaced or repaired by the Seller without an additional charge or, in lieu of such replacement or repair, Seller may at its option, refund the purchase price applicable to such material. Seller agrees to pay return transportation charges not exceeding those which would apply from original destination on all defective material or material not meeting specification. However, Seller shall not be obligated for such charges when material returned proves to be free from defect and to meet specifications. Material which proves to be free from defect and to meet specifications shall be held by Seller for shipping instructions. Buyer shall furnish such instructions promptly upon request. SELLER'S LIABILITY SHALL BE LIMITED SOLELY TO REPLACEMENT OR REPAIR, OR, AT SELLER'S OPTION TO REFUNDING THE PURCHASE PRICE APPLICABLE TO DEFECTIVE MATERIAL OR MATERIAL NOT MEETING SPECIFICATIONS. SELLER SHALL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OR FOR LOSS, DAMAGES OR EXPENSES DIRECTLY OR INDIRECTLY ARISING FROM THE USE OF THE MATERIAL INCLUDING, WITHOUT LIMITATION, WAREHOUSING, LABOR HANDLING AND SERVICE CHARGES NOT EXPRESSLY AUTHORIZED BY SELLER. THIS WARRANTY IS IN LIEU AND EXCLUDES ALL OTHER WARRANTIES (except for any warranty furnished by any supplier which runs directly in favor of the Buyer) GUARANTEES OR REPRESENTATIONS, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.

10. Claims --- Any course of dealings between the parties to the contrary notwithstanding, at Seller's election any claim for breach of warranty, failure or delay in delivery or otherwise, shall be deemed waived by the Buyer unless presented in writing to the Seller within ten days after receipt of material. No inspection or investigation of claims by the Seller even though occurring after the period above specified, shall be deemed a waiver of this provision. Carriers are responsible for goods lost or damaged in transit and Buyer must immediately notify the carrier in writing of such loss or damage.

11. Taxes --- All taxes of any sort now or hereafter imposed by any federal, state, municipal or other governmental agency that may be levied against this transaction at any time now or in the future are for the Buyer's account. Including but not limited to import and/or anti-dumping taxes, duties or fees.

12. Source of Materials --- Unless otherwise expressly agreed upon, Seller has the right to obtain the material ordered from any source at its discretion.

13. Patents --- If any material shall be sold by Seller to meet Buyer's specifications or requirements and is not a part of Seller's standard line offered by it to the trade generally in the usual course of Seller's business, Buyer agrees to defend, protect and save harmless Seller against all suits at law or in equity and from all damage, claims and demands for actual or alleged infringement of any United States or foreign patent and to defend any suits or action which may be brought against Seller for any alleged infringement because of the sale of any such material.



MEEVER USA

MAILING ADDRESS

3525 N. Causeway Blvd., Suite 306
Metairie, LA 70002

T +1 (866) 313 8770

E Info@meeverusa.com

I www.meeverusa.com

14. **Waivers** --- No waivers by the Seller of any breach of any provisions hereof shall constitute a waiver of any other breach of such provision. Seller's failure to object to provisions contained in any communication from the Buyer shall not be deemed an acceptance of such provisions or as a waiver of the provisions of this contract.

15. **Compliance With Laws, Rules and Regulations** --- In the performance of its obligations hereunder, Seller shall comply with all applicable laws, ordinances, rules and regulations including, without limitation: Executive Order 11246 (Equal Employment Opportunity); Executive Order 11625 (Minority Business Enterprises), Vocational Rehabilitation Act of 1973 and Executive Order 11758 (Employment of Handicapped Persons); Veterans Employment and Readjustment Act of 1972 and Executive Order 11701 (Disabled Veterans and Vietnam Veterans); Executive Order 11141 (Age Discrimination in Employment); and Fair Labor Standards Act of 1938.

16. **Timing of Billing to Buyer** - Seller will invoice Buyer upon shipment from its supplier or facility, or upon material readiness for shipment, unless otherwise indicated on the face of this document.

17. **Storage of Material For Buyer** - If, at Buyer's request, goods covered by this document are held at Seller's facility or service provider for more than 21 days after they are available for shipment, Buyer shall accept Seller's invoice and pay said invoice based on payment terms set forth herein. Storage fees may apply.

18. **Material Reservation** - Seller will only reserve material for 30 days with receipt of an executed purchase order, quote or order acknowledgement acceptable to Seller. After that time, material availability, price and shipment date may be adjusted, at Seller's option.

19. **Title to Goods** --- Under the UCC, title to all goods sold by the Seller to the Buyer does not pass to Buyer until Buyer pays for the goods in its entirety. Seller reserves a purchase money security interest in all goods sold until all amounts due to Seller have been paid.

20. **Assignment** --- No assignment of rights or delegation of duties by Buyer shall be binding upon Seller without Seller's written consent.

21. **Applicable Law** --- The sale of goods shall be governed by the laws of the State of New York, exclusive of choice of law rules.

22. **Applicable Venue and Jurisdiction** --- Buyer consents to jurisdiction and venue in any court of competent jurisdiction in New York City, New York, for any and all suits or actions brought for any and every breach of this contract.



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ORDER CONFIRMATION / ORDER ACKNOWLEDGEMENT

Customer "Buyer":	Couvillion Group	Project name:	Ama Drainage Improvements Parish Project No. P150801-2	
Billing address:	371 Walker Rd. PO Box 344 Belle Chasse, LA 70037	Delivery address:	Bernard Ave; Ama, LA 70031	
Attn:	Taylor Roy	Date:	12/21/2021	
Office/cell phone	504-656-8234	Payment terms:	Net 30 after delivery date - subject to credit	
Email address:	estimator@couvilliongrp.com	Estim. Delivery time:	1-Feb after receipt of signed confirmation form.	
Invoice to be sent by:	E-mail	Delivery terms:	CPT JOBSITE	Acc. Incoterms 2010

Item	Product description	Quantity	Unit length	Wall length	Weight per LF	Total weight	Unit Price	Total Price	
1	ESZ 19-700	13.5 pairs	55.0 ft	62.0 LF	108.60 lbs	80,636 lbs	\$0.90 per lb	\$72,571.95	
2	ESZ 19-700	30.5 pairs	60.0 ft	140.1 LF	108.60 lbs	198,738 lbs	\$0.90 per lb	\$178,864.20	
3	Corner Pieces (LV-20)	6 pcs	55.0 ft				\$75.00 per LF	\$24,750.00	
4	Corner Pieces (VTS)	2 pcs	55.0 ft				\$75.00 per LF	\$8,250.00	
5	16 mils DFT CTE Coating - Both Sides	10595.2 sqft	top 20 ft				\$2.90 per sqft	\$30,726.08	
6	Freight charge - to the jobsite	7 trucks					\$3,500.00 per load	\$24,500.00	
7								Sub Total:	\$339,662.23
8								Sales Tax:	\$29,782.83
9								Total Price:	\$369,445.06

Payment guarantee information***			
Tax Information:	Taxable:	9.45%	
Payment Security:	Bonded***		
Bonding Company:			
Address:			
Phone #:			
Email:			

Project Owner Information***			
Owner Name:	St. Charles Parish Government		
Address:			
Phone #:			
Email:			
Please select the buyer's direct hirer and project type below:			
	General Contractor	Public	

Steel grade	Hot rolled sheet piles in ASTM A572 GR60
Material origin	Foreign
Material standard	New material subject to the industry standard unless noted otherwise. Used material in "as is" condition.
Delivery	Trucking rates and truck availability are subject to change between time of order and time of actual shipment. You will be notified in case the price increase exceeds 10% of the original price. Meever USA will invoice the increased price or you will have the option to pick up material from our loading location.
Other	Lifting holes / coating / interlock sealant / galvanizing — none are included unless noted otherwise.
Terms & conditions	By signing the order confirmation/acknowledgement you accept above order specification and our terms & conditions attached. This Order Confirmation shall become a binding agreement of Buyer and Meever USA upon Meever signing and returning this Order Confirmation or upon commencing performance of this agreement.

Authorized Representative for Buyer: _____
 Print Name and sign: _____
 Date: _____
 Buyer PO / Ref. #: _____
 Buyer's Billing Contact Name and email: _____

Authorized Representative for: **Meever USA, Inc.**
 Print Name and sign: _____
 Date: _____
 Meever PO / Ref. #: _____

*** Bonding Company (when applicable) and Project Owner Information is required to be entered by the buyer's representative.



MEEVER USA INC - GENERAL TERMS AND CONDITIONS

1. Prior Sale, Availability — All material is offered subject to prior sale and /or availability of current materials and Seller shall have no liability whatsoever from a failure to provide goods because of prior sale or unavailability of materials.

2. Prices — Unless otherwise specified herein, prices noted on the face of this document are firm for seven (7) days; subject, however, to the provision that, if, before shipment of this order, Seller should receive increases from its manufacturers or suppliers, the right is reserved to adjust the above price to those in effect at time of shipment without notice .

3. Delays — Seller shall not be responsible for any failure or delay in delivery due to Acts of God, fires, floods, labor troubles, storms or any other weather condition or Perils of the Sea, whether or not due to fault of the Seller, breakdowns, delay of carriers, material delay, total or partial failure for any reason of the usual sources of supply or transportation, requirements or request of any government or subdivision thereof, or any similar or dissimilar cause beyond the Seller's direct control. In the event of inability of the Seller, for any cause beyond Seller's control, to supply the total demands for any materials specified in this order, Seller may allocate its available supply among any or all Buyers on such basis as Seller at its sole discretion may decide without liability for any failure to perform the contract which may be of consequence thereof. SELLER SHALL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES WHATSOEVER RESULTING FROM ANY FAILURE OR DELAY IN DELIVERY WHETHER FROM CAUSES BEYOND SELLER'S CONTROL OR NOT.

4. Payments and Credit — Shipments, deliveries and performance of work shall at all times be subject to the approval of the Seller's credit department. Invoices submitted by Seller under this order are payable at par in legal tender of the United States of America in the city designated in the remittance address , upon the payment terms and in the amounts set forth hereon. Discount is applicable only to the amount shown on the face of the invoice as "Discount Amount". Whenever reasonable grounds for insecurity should arise with respect to due performance by the Buyer, Seller may demand different terms of payment from those specified on the face of this order and may demand satisfactory security for the performance of Buyer obligation . Any such demand shall be in writing and Seller may, upon making such demand, suspend shipments hereunder. If, within the period stated in such demand, Buyer fails or refuses to agree to such different terms of payment , or fails or refuses to give adequate security for due performance, Seller may at its option treat such failure or refusal as a repudiation of a portion of order which has not been fully performed or may resume shipments under reservation of possession or of a security interest and may demand payment against tender of documents of title. AS LIQUIDATED DAMAGES AND NOT AS A PENALTY BUYER SHALL BE OBLIGATED TO PAY ON ALL ACCOUNTS NOT PAID ON THE DUE DATE THEREOF, THE LOWER OF (I) 2.0% PER MONTH ON THE OUTSTANDING ACCOUNT BALANCE OR (II) THE HIGHEST RATE PERMITTED BY LAW TOGETHER WITH ALL ATTORNEY'S FEES INCURRED BY SELLER TO COLLECT ANY DELINQUENT ACCOUNTS. Buyer agrees that notwithstanding any endorsements or legend appearing on Buyer's checks, drafts or other orders for payment of money they do not, solely because of such endorsement of legend or otherwise, constitute payment in full or settlement of the account. No failure of the Seller to exercise any right accruing from any default of the Buyer shall impair Seller's right in case of any subsequent default of the Buyer. Materials are invoiced upon delivery or at time of material readiness for shipment to the delivery destination, whichever comes first.

5. Standard Tolerances — Except in particulars specified by the Buyer expressly agreed to in writing by Seller, the materials furnished hereunder are produced in accordance with standard manufacturing practices at the country of origin. All materials are subject to material tolerances and variations consistent with normal manufacturing practice with respect to dimension, weight, straightness, section, composition and mechanical properties, normal variations in surface and internal conditions and in quality, to deviations in tolerances and variations consistent with practical testing and inspection methods and to regular practices of Seller's suppliers of over and under shipments. The Seller is not responsible for any deterioration in quality which may result from processing operations or improper use by the Buyer.

6. Changes — Order or specifications may not be cancelled or changed except upon terms that will indemnify the Seller against all loss. Postponement of delivery at Buyer's request, if for a period of more than thirty days, will not be made without Seller's approval first being obtained. Seller assumes no responsibility for any changes in specifications unless such changes are confirmed in writing by Buyer and accepted in writing by Seller. Any price variation resulting from such changes shall become effective immediately upon the acceptance of such changes .



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7. Delivery and Transportation --- Delivery terms are as stated on the face of this document. Terms are subject to change without notice to those in effect at time of shipment. A: Shipments F.O.B. Destination --- Unless indicated otherwise on the face of this document, all shipments made F.O.B. destination at Buyer's plant or such other place served by common carrier at which Buyer or his representative takes custody of the product, when custody is taken at a point within the United States, are based upon prevailing freight rates. Freight will be allowed on delivered prices only to the extent set forth on the face of the invoice. In the case of pickup by the Buyer, Buyer's truck is destination and Seller will not deliver or bear any cost of shipment or transportation or make any allowance with respect thereto. Seller will in no event be responsible for spotting, switching, drayage, or other local charges at destination. B: Deliveries F.O.B. Shipping Point -- - Unless indicated otherwise on the face of this document, when the order is sold F.O.B. shipping point, whether the same be premises of Seller or its supplier, the cost of transportation thereof shall be borne by the Buyer. Freight charges are optional. Fuel Surcharge Cost "FSC" is included in the offered and agreed upon price and valid at time of ordering. If the FSC changes between time of ordering and time of shipment, Meever USA remains the right to adjust freight rates accordingly.

8. Inspection --- Where Buyer is to inspect, inspection and acceptance must be made before shipment.

9. Warranty and Limitation of Remedies --- Seller undertakes that the products sold hereunder shall conform to specifications on the face hereof. Upon receipt of definite shipping instructions from Seller, Buyer shall return all defective material or material not conforming to such specifications to Seller after inspection by Seller, or at Seller's election subject to inspection by Seller's representative. The material returned must be returned in the same condition as when received by the Buyer. Defective material or material not conforming to specification so returned shall be replaced or repaired by the Seller without an additional charge or, in lieu of such replacement or repair, Seller may at its option, refund the purchase price applicable to such material. Seller agrees to pay return transportation charges not exceeding those which would apply from original destination on all defective material or material not meeting specification. However, Seller shall not be obligated for such charges when material returned proves to be free from defect and to meet specifications. Material which proves to be free from defect and to meet specifications shall be held by Seller for shipping instructions. Buyer shall furnish such instructions promptly upon request. SELLER'S LIABILITY SHALL BE LIMITED SOLELY TO REPLACEMENT OR REPAIR, OR, AT SELLER'S OPTION TO REFUNDING THE PURCHASE PRICE APPLICABLE TO DEFECTIVE MATERIAL OR MATERIAL NOT MEETING SPECIFICATIONS. SELLER SHALL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OR FOR LOSS, DAMAGES OR EXPENSES DIRECTLY OR INDIRECTLY ARISING FROM THE USE OF THE MATERIAL INCLUDING, WITHOUT LIMITATION, WAREHOUSING, LABOR HANDLING AND SERVICE CHARGES NOT EXPRESSLY AUTHORIZED BY SELLER. THIS WARRANTY IS IN LIEU AND EXCLUDES ALL OTHER WARRANTIES (except for any warranty furnished by any supplier which runs directly in favor of the Buyer) GUARANTEES OR REPRESENTATIONS, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.

10. Claims --- Any course of dealings between the parties to the contrary notwithstanding, at Seller's election any claim for breach of warranty, failure or delay in delivery or otherwise, shall be deemed waived by the Buyer unless presented in writing to the Seller within ten days after receipt of material. No inspection or investigation of claims by the Seller even though occurring after the period above specified, shall be deemed a waiver of this provision. Carriers are responsible for goods lost or damaged in transit and Buyer must immediately notify the carrier in writing of such loss or damage.

11. Taxes --- All taxes of any sort now or hereafter imposed by any federal, state, municipal or other governmental agency that may be levied against this transaction at any time now or in the future are for the Buyer's account. Including but not limited to import and/or anti-dumping taxes, duties or fees.

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