

# **St. Charles Parish**

## **Meeting Minutes**

Monday, November 20, 2023

6:00 PM

Council Chambers, Courthouse

Final



**St. Charles Parish Courthouse**

**15045 Highway 18**

**P.O. Box 302**

**Hahnville, LA 70057**

**985-783-5000**

**[www.stcharlesparish.gov](http://www.stcharlesparish.gov)**

## **Parish Council**

***Council Chairman Beth A. Billings***

***Councilmembers Holly Fonseca, La Sandra Darensbourg Gordon,***

***Mary K. Clulee, Dick Gibbs, Nicky Dufrene, Marilyn B. Bellock,***

***Bob Fisher, Julia Fisher-Cormier***



# St. Charles Parish

## Meeting Minutes

### Parish Council

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Courthouse  
15045 Highway 18  
P.O. Box 302  
Hahnville, LA 70057  
985-783-5000  
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### Final

*Council Chairman Beth A. Billings*

*Councilmembers Holly Fonseca, La Sandra Darensbourg Gordon,*

*Mary K. Clulee, Dick Gibbs, Nicky Dufrene, Marilyn B. Bellock,*

*Bob Fisher, Julia Fisher-Cormier*

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Monday, November 20, 2023

6:00 PM

Council Chambers, Courthouse

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### ATTENDANCE

**Present** 7 - Beth A. Billings, Holly Fonseca, La Sandra Darensbourg Gordon, Mary K. Clulee, Marilyn B. Bellock, Bob Fisher, and Julia Fisher-Cormier

**Absent** 2 - Dick Gibbs, and Nicky Dufrene

### Also Present

Parish President Matthew Jewell, Legal Services Director Corey Oubre, Legal Services Assistant Director Robert Raymond, Chief Administrative Officer Mike Palamone, Deputy Chief Administrative Officer Billy Raymond, Chief Operations Officer Darrin Duhe, Executive Director of Technology and Cybersecurity Anthony Ayo, Director of Communications/Public Information Officer Samantha de Castro, Finance Director Grant Dussom, Public Works Director Miles Bingham, Wastewater Director David deGeneres, Planning & Zoning Director Michael Albert, Waterworks Director Gregory Gorden, WIOA Director Tommy Scott, Eric Zurcher, Public Information Office

### CALL TO ORDER

### PRAYER / PLEDGE

Pastor Zachary Adams  
Lord's House Community Church, Luling

### APPROVAL OF MINUTES

A motion was made by Councilmember Fonseca, seconded by Councilmember Bellock, to approve the minutes from the Budget Hearing of October 31, 2023, the Budget Hearing of November 2, 2023, and the Regular Meeting / Budget Hearing of November 6, 2023. The motion carried by the following vote:

**Yea:** 7 - Billings, Fonseca, Darensbourg Gordon, Clulee, Bellock, Fisher and Fisher-Cormier

**Nay:** 0

**Absent:** 2 - Gibbs and Dufrene

## **SPECIAL BUSINESS (PROCLAMATIONS, CANVASS RETURNS, ETC.)**

1    2023-0315

Proclamation: "Norco Christmas Parade Day"

Sponsors: Mr. Fisher

Read

## **REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)**

2023-0316

Workforce Innovations and Opportunity Act (WIOA)

WIOA Director Tommy Scott reported.

Councilwoman Clulee spoke on the matter.

Councilman Fisher spoke on the matter.

**Reported**

2023-0317

Parish President Remarks/Report

Sponsors: Mr. Jewell

Parish President Matthew Jewell reported.

**Reported**

IN ACCORDANCE WITH ARTICLE IV, SECTION B OF THE HOME RULE CHARTER, CHAIRMAN BILLINGS AUTHORIZED THAT THE ORDINANCES, HAVING BEEN PRESENTED FOR INTRODUCTION, DISTRIBUTED TO COUNCIL MEMBERS AND THE PARISH PRESIDENT, AND NOT REJECTED BY TWO-THIRDS OF THE COUNCIL MEMBERS, ARE TO BE PUBLISHED IN SUMMARY FORM AS FOLLOWS IN THE OFFICIAL JOURNAL WITH NOTICE OF PUBLIC HEARING TO BE HELD ON MONDAY, DECEMBER 4, 2023, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, TO BE CONSIDERED FOR FINAL PASSAGE:

2023-0314

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from O-L to M-2 on approximately 317 acres across portions of Lots B-1, "A", and Parcels H-3 and L-3, Killona as requested by Louis G. Authement and Harry R. Coleman, III for 3C Riverside Properties, LLC.

**Sponsors:** Mr. Jewell and Department of Planning & Zoning

**Publish/Scheduled for Public Hearing to the Parish Council on December 4, 2023**

2023-0318

An ordinance to rescind Ordinance No. 90-12-16, which approved and authorized the adjustment of the annual compensation of the Parish President of St. Charles Parish, and Ordinance No. 98-11-1, which approved and authorized the adjustment of the annual compensation of the members of the St. Charles Parish Council effective January 10, 2000.

**Sponsors:** Ms. Fonseca, Ms. Billings, Ms. Darenbourg Gordon, Ms. Clulee, Mr. Gibbs and Mr. Fisher

**Publish/Scheduled for Public Hearing to the Parish Council on December 4, 2023**

2023-0319

An ordinance approving and authorizing the execution of Amendment No. 1 to Ordinance No. 22-4-2 which approved a Professional Services Agreement with Stuart Consulting Group, Inc., for the Ormond Center Drainage Improvements (Project No. P190505), in the not to exceed amount of \$171,763.00.

**Sponsors:** Mr. Jewell and Department of Public Works

**Publish/Scheduled for Public Hearing to the Parish Council on December 4, 2023**

2023-0323

An ordinance approving and authorizing the execution of a Professional Services Agreement with Crescent Engineering & Mapping, LLC, to perform surveying services for the Crescent Engineering Boundary Surveys Master Contract (Project No. P231101), in the not to exceed amount of \$150,000.00.

**Sponsors:** Mr. Jewell and Department of Public Works

**Publish/Scheduled for Public Hearing to the Parish Council on December 4, 2023**

2023-0324

An ordinance approving and authorizing the execution of an Agreement for Adjudicated and/or Land Banked Property Sale Services with Archon Information Systems, L.L.C. d/b/a Civic Source to provide marketing services and to conduct multi-property real estate auctions of adjudicated properties.

**Sponsors:** Mr. Jewell and Department of Legal Services

**Publish/Scheduled for Public Hearing to the Parish Council on December 4, 2023**

2023-0325

An ordinance approving and authorizing the execution of Change Order No. 1 and Final for the Ama Drainage Improvements Rebid, Project No. P150801-2, to increase the contract amount by \$80,971.85 and increase the contract time by 218 calendar days.

**Sponsors:** Mr. Jewell and Department of Public Works

**Publish/Scheduled for Public Hearing to the Parish Council on December 4, 2023**

2023-0326

An ordinance approving and authorizing the execution of a Cooperative Endeavor Agreement between Bunge Chevron AG Renewables, LLC and St. Charles Parish relative to the design, development, construction, expansion and/or extension of Noel Street from Lorraine Street to Jonathan Street (the "Project").

**Sponsors:** Mr. Jewell and Department of Planning & Zoning

**Publish/Scheduled for Public Hearing to the Parish Council on December 4, 2023**

2023-0327

An ordinance approving and authorizing the execution of a Cancellation of Lease and an Act of Conveyance of a certain piece of property with Hospital Service District No. 1 of the Parish of St. Charles, State of Louisiana, for the improvements located thereon at 145 Angus Drive in Luling, Louisiana.

**Sponsors:** Mr. Jewell and Department of Legal Services

**Publish/Scheduled for Public Hearing to the Parish Council on December 4, 2023**

2023-0328

An ordinance to revoke and abandon Modoc Street, and portions of Jonathan Street, Pelican Street, Amie Street, and Jean Street, Destrehan Park and Gabriel Heights Subdivisions, as shown on the map by Michael P. Blanchard, PLS, signed and dated October 24, 2023.

**Sponsors:** Mr. Jewell and Department of Planning & Zoning

**Publish/Scheduled for Public Hearing to the Parish Council on December 4, 2023**

## **ORDINANCES SCHEDULED FOR PUBLIC HEARING (INTRODUCED AT PREVIOUS MEETING)**

**2    2023-0301**

An ordinance approving and authorizing the execution of Amendment No. 1 to a Professional Services Agreement with Ardaman & Associates, Inc. for the Evangeline Road & CN Railroad Box Culvert (Project No. P210701), in the amount of 8,500.00.

**Sponsors:** Mr. Jewell and Department of Public Works

Reported:

Public Works Department Recommended: Approval

Public Works Director Miles Bingham spoke on the matter.

**Public Hearing Requirements Satisfied**

Council Discussion

### **VOTE ON THE PROPOSED ORDINANCE**

**Yea:** 7 - Billings, Fonseca, Darensbourg Gordon, Clulee, Bellock, Fisher and Fisher-Cormier

**Nay:** 0

**Absent:** 2 - Gibbs and Dufrene

Enactment No: 23-11-8

**19**    2023-0307

An ordinance approving and authorizing the execution of Change Order No. 1 for Road Maintenance 2022-23 (Project No. P220501), to increase the contract amount by \$1,012,969.06 and increase the contract time by forty five (45) days.

**Sponsors:** Mr. Jewell and Department of Public Works

Reported:

Public Works Department Recommended: Approval

Public Works Director Miles Bingham spoke on the matter.

**Public Hearing Requirements Satisfied**

**VOTE ON THE PROPOSED ORDINANCE**

**Yea:** 7 - Billings, Fonseca, Darensbourg Gordon, Clulee, Bellock, Fisher and Fisher-Cormier

**Nay:** 0

**Absent:** 2 - Gibbs and Dufrene

Enactment No: 23-11-9

**25**    2023-0308

An ordinance approving and authorizing the execution of a Contract with Industrial & Mechanical Contractors, Inc., for Eastbank Lift Station Rehabilitation (Project No. S211203), in the amount of \$1,587,000.00.

**Sponsors:** Mr. Jewell and Department of Wastewater

Reported:

Wastewater Department Recommended: Approval

Wastewater Director David deGeneres spoke on the matter.

**Public Hearing Requirements Satisfied**

Council Discussion

Mr. deGeneres spoke on the matter.

**VOTE ON THE PROPOSED ORDINANCE**

**Yea:** 7 - Billings, Fonseca, Darensbourg Gordon, Clulee, Bellock, Fisher and Fisher-Cormier

**Nay:** 0

**Absent:** 2 - Gibbs and Dufrene

Enactment No: 23-11-10

**32**    2023-0309

An ordinance approving and authorizing the execution of Change Order No.1 for the West Bank A Plant Filter Upgrade (WWKS 97), to increase the contract amount by \$14,539.95 and increase the contract time by 252 days.

**Sponsors:** Mr. Jewell and Department of Waterworks

Reported:

Waterworks Department Recommended: Approval  
Waterworks Director Gregory Gorden spoke on the matter.

**Public Hearing Requirements Satisfied**

Council Discussion

Mr. Gorden spoke on the matter.

**VOTE ON THE PROPOSED ORDINANCE**

**Yea:** 7 - Billings, Fonseca, Darensbourg Gordon, Clulee, Bellock, Fisher and Fisher-Cormier

**Nay:** 0

**Absent:** 2 - Gibbs and Dufrene

Enactment No: 23-11-11

**43**    2023-0310

An ordinance approving and authorizing the execution of Amendment No. 1 to a Professional Services Agreement with Alpha Testing and Inspection, Inc., for additional testing services for the Hydraulic Bottleneck Near Destrehan P.S. No. 2 (Project No. P190507), in the not to exceed amount of \$19,000.00.

**Sponsors:** Mr. Jewell and Department of Public Works

Reported:

Public Works Department Recommended: Approval  
Public Works Director Miles Bingham spoke on the matter.

**Public Hearing Requirements Satisfied**

**VOTE ON THE PROPOSED ORDINANCE**

**Yea:** 7 - Billings, Fonseca, Darensbourg Gordon, Clulee, Bellock, Fisher and Fisher-Cormier

**Nay:** 0

**Absent:** 2 - Gibbs and Dufrene

Enactment No: 23-11-12

**50**   2023-0311

An ordinance approving and authorizing the execution of a Contract with Cycle Construction Company, L.L.C., for Engineer's Canal Phase 1 Bank Stabilization (Project No. P190301) in the amount of \$1,405,350.00.

**Sponsors:** Mr. Jewell and Department of Public Works

Reported:

Public Works Department Recommended: Approval  
Public Works Director Miles Bingham spoke on the matter.

Speakers:

Mr. Bobby Donaldson, Norco  
Mr. Walter Pilié', Destrehan

**Public Hearing Requirements Satisfied**

Council Discussion

Mr. Bingham spoke on the matter.  
Parish President Matthew Jewell spoke on the matter.

**VOTE ON THE PROPOSED ORDINANCE**

**Yea:** 7 - Billings, Fonseca, Darenbourg Gordon, Clulee, Bellock, Fisher and Fisher-Cormier

**Nay:** 0

**Absent:** 2 - Gibbs and Dufrene

Enactment No: 23-11-13

**57    2023-0312**

An ordinance approving and authorizing the execution of a Contract with APC Construction, LLC, for Des Allemands Phase 1 Bulkhead (Project No. P210601) in the amount of \$6,226,996.00.

**Sponsors:** Mr. Jewell and Department of Public Works

Reported:

Public Works Department Recommended: Approval

Public Works Director Miles Bingham spoke on the matter.

**Public Hearing Requirements Satisfied**

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**VOTE ON THE PROPOSED ORDINANCE**

**Yea:** 7 - Billings, Fonseca, Darensbourg Gordon, Clulee, Bellock, Fisher and Fisher-Cormier

**Nay:** 0

**Absent:** 2 - Gibbs and Dufrene

Enactment No: 23-11-14

**RESOLUTIONS**

**64    2023-0320**

A resolution supporting Keep Louisiana Beautiful, Inc. Organization in the Parish of St. Charles, State of Louisiana and establishing a Keep St. Charles Parish Beautiful Committee.

**Sponsors:** Mr. Jewell

Reported:

Parish President Recommended: Approval

Assistant Director of Communications Francesca Holt Blanchard spoke on the matter.

Public comment opened; no public comment

Council Discussion

Ms. Blanchard spoke on the matter.

Parish President Matthew Jewell spoke on the matter.

**VOTE ON THE PROPOSED RESOLUTION**

**Yea:** 7 - Billings, Fonseca, Darensbourg Gordon, Clulee, Bellock, Fisher and Fisher-Cormier

**Nay:** 0

**Absent:** 2 - Gibbs and Dufrene

Enactment No: 6735

2023-0321

A resolution in support of Councilman Bob Fisher for At Large Member on the Executive Board of the Police Jury Association of Louisiana.

**Sponsors:** Ms. Fisher-Cormier and Ms. Clulee

Reported:

Councilwoman Fisher-Cormier Recommended: Approval

Councilwoman Clulee Recommended: Approval

Councilwoman Fisher-Cormier spoke on the matter.

Public comment opened;no public comment

Council Discussion

**A motion was made by Councilmember Fisher, seconded by Councilmember Fonseca, to Table File No. 2023-0321. The motion carried by the following vote:**

**Yea:** 7 - Billings, Fonseca, Darensbourg Gordon, Clulee, Bellock, Fisher and Fisher-Cormier

**Nay:** 0

**Absent:** 2 - Gibbs and Dufrene

**Tabled.**

2023-0322

A resolution in support of Councilwoman La Sandra Darensbourg Gordon for Region II Member on the Executive Board of the Police Jury Association of Louisiana.

**Sponsors:** Ms. Fisher-Cormier and Ms. Clulee

Reported:

Councilwoman Fisher-Cormier Recommended: Approval

Councilwoman Clulee Recommended: Approval

Councilwoman Fisher-Cormier spoke on the matter.

Public comment opened; no public comment

Council Discussion

**Amendment:** to amend the proposed resolution, by adding Councilwoman Bellock as co-sponsor.

**A motion was made by Councilmember Bellock, seconded by Councilmember Fisher-Cormier, to Amend File No. 2023-0322. The motion carried by the following vote:**

**Yea:** 7 - Billings, Fonseca, Darensbourg Gordon, Clulee, Bellock, Fisher and Fisher-Cormier

**Nay:** 0

**Absent:** 2 - Gibbs and Dufrene

Amended

2023-0322

A resolution in support of Councilwoman La Sandra Darensbourg Gordon for Region II Member on the Executive Board of the Police Jury Association of Louisiana.

Sponsors: Ms. Fisher-Cormier, Ms. Clulee and Ms. Bellock

Further Council Discussion

A motion was made by Councilmember Fisher-Cormier, seconded by Councilmember Darensbourg Gordon, to Postponed Indefinitely File No. 2023-0322. The motion carried by the following vote:

Yea: 7 - Billings, Fonseca, Darensbourg Gordon, Clulee, Bellock, Fisher and Fisher-Cormier

Nay: 0

Absent: 2 - Gibbs and Dufrene

Postponed Indefinitely

**SPECIAL MATTERS TO BE CONSIDERED BY COUNCIL**

2023-0313

Review 2024 Parish Council Meeting Schedule [Adopt December 4, 2023]

Review

**ADJOURNMENT**

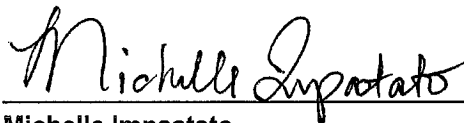
A motion was made by Councilmember Fonseca, seconded by Councilmember Darensbourg Gordon, to adjourn the meeting at approximately 7:14 pm. The motion carried by the following vote:

Yea: 7 - Billings, Fonseca, Darensbourg Gordon, Clulee, Bellock, Fisher and Fisher-Cormier

Nay: 0

Absent: 2 - Gibbs and Dufrene

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.



Michelle Impastato  
Council Secretary

PROCLAMATION

WHEREAS, the Community of Norco is rich in history and tradition and the Norco Christmas Parade, an annual holiday event, is part of this tradition; and,  
WHEREAS, on Sunday, December 3, 2023, at 1:00 p.m., the Norco Civic Association will parade with this year's theme being "Norco Noel: Norco Honors our First Responders"; and,  
WHEREAS, this parade is designed to usher in the beginning of the Christmas season and further the sense of community in Norco; and,  
WHEREAS, residents of the entire parish are invited to come to Norco and join in the festivities; and,  
WHEREAS, this event is organized by the Norco Christmas Parade Committee of the Norco Civic Association who have volunteered their time to make this event possible; and,  
WHEREAS, the residents of St. Charles Parish are truly grateful for their dedication and hard work.

NOW THEREFORE, BE IT RESOLVED, WE THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, DO HEREBY PROCLAIM SUNDAY, DECEMBER 3, 2023, AS

"NORCO CHRISTMAS PARADE DAY"

BE IT FURTHER RESOLVED, ON BEHALF OF THE CITIZENS OF ST. CHARLES PARISH, WE DO HEREBY EXTEND OUR SINCERE THANKS AND APPRECIATION TO THE NORCO CIVIC ASSOCIATION, THE NORCO CHRISTMAS PARADE COMMITTEE, AND ALL THOSE WHO ARE MAKING THIS COMMUNITY BUILDING EVENT POSSIBLE.

s/MATTHEW JEWELL  
MATTHEW JEWELL  
PARISH PRESIDENT  
s/BETH A. BILLINGS  
BETH A. BILLINGS  
COUNCILWOMAN AT LARGE, DIV. A  
s/HOLLY FONSECA  
HOLLY FONSECA  
COUNCILWOMAN AT LARGE, DIV. B  
s/LA SANDRA DARENSBOURG GORDON  
LA SANDRA DARENSBOURG GORDON  
COUNCILWOMAN, DISTRICT I  
s/MARY K. CLULEE  
MARY K. CLULEE  
COUNCILWOMAN, DISTRICT II

Norco 2023 Christmas Parade.PCL.docx

ABSENT  
DICK GIBBS  
COUNCILMAN, DISTRICT III  
ABSENT  
NICKY DUFRENE  
COUNCILMAN, DISTRICT IV  
s/MARILYN B. BELLOCK  
MARILYN B. BELLOCK  
COUNCILWOMAN, DISTRICT V  
s/BOB FISHER  
BOB FISHER  
COUNCILMAN, DISTRICT VI  
s/JULIA FISHER-CORMIER  
JULIA FISHER-CORMIER  
COUNCILWOMAN, DISTRICT VII

**2023-0301**

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

**ORDINANCE NO. 23-11-8**

An ordinance approving and authorizing the execution of Amendment No. 1 to a Professional Services Agreement with Ardaman & Associates, Inc. for the Evangeline Road & CN Railroad Box Culvert (Project No. P210701), in the amount of \$8,500.00.

**WHEREAS,** Ordinance No. 21-8-14 adopted on August 23, 2021, by the St. Charles Parish Council, approved and authorized the execution of a Professional Services Agreement between St. Charles Parish and Volkert, Inc., to perform engineering services for Evangeline Road & CN Railroad Box Culvert (Project No. P210701).

**WHEREAS,** On August 18, 2022, St. Charles Parish entered into a Professional Services Agreement with Ardaman & Associates, Inc. for the geotechnical investigation evaluation of the Evangeline Road & CN Railroad Box Culvert (Project No. P210701), for a lump sum amount of \$16,500.00, which is attached hereto and made a part of; and,

**WHEREAS,** St. Charles Parish requested Ardaman & Associates, Inc. to complete the additional geotechnical work as required by the Canadian National (CN) Railroad, due to the construction scope of work falling within the Zone of Influence and requiring shoring design prior to construction commencement; and,

**WHEREAS,** St. Charles Parish and Ardaman & Associates, Inc. have mutually agreed upon a lump sum fee of \$8,500.00 to complete the work, bringing the total contract value to \$25,000.00.

**THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:**

**SECTION I.** That Amendment No. 1 to the Professional Services Agreement between St. Charles Parish and Ardaman & Associates, Inc. for additional geotechnical services for the Evangeline Road & CN Railroad Box Culvert (Parish No. P210701), in the total amount of \$8,500.00, to increase the overall contract value to \$25,000.00, is hereby approved and accepted.

**SECTION II.** That the Parish President is hereby authorized to execute said Amendment 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, BELLOCK, FISHER, FISHER-CORMIER  
**NAYS:** NONE  
**ABSENT:** GIBBS, DUFRENE

And the ordinance was declared adopted this 20th day of November, 2023, to become effective five (5) days after publication in the Official Journal.

**CHAIRMAN:** *Don Billings*  
**SECRETARY:** *Michelle Dupontato*  
**DLVD/PARISH PRESIDENT:** *November 21, 2023*  
**APPROVED:** *✓* **DISAPPROVED:**                     

**PARISH PRESIDENT:** *Matthew Jewell*  
**RETD/SECRETARY:** *November 21, 2023*  
**AT:** *3:38 pm* **RECD BY:** *[Signature]*

**AMENDMENT NO. 1  
TO  
PROFESSIONAL SERVICES AGREEMENT  
FOR EVANGELINE ROAD & CN  
RAILROAD BOX CULVERT**

THIS AMENDMENT NO. 1 is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2023;

BY AND BETWEEN:

**ST. CHARLES PARISH**, represented herein by its duly authorized Parish President, Matthew Jewell, (hereafter sometimes referred to as "OWNER"), and

**ARDAMAN & ASSOCIATES, INC.**, represented herein by Robert E. Jewell, P.E., duly authorized by Corporate Resolution attached hereto (hereafter sometimes referred to as "CONSULTANT"):

WHEREAS, On August 18, 2022, St. Charles Parish entered into an Agreement with Ardaman & Associates, Inc. for the geotechnical investigation evaluation of the Evangeline Road & CN Railroad Box Culvert project (Parish Project No. P210701), for a lump sum amount of \$16,500.00, which is attached hereto and made a part of; and,

WHEREAS, St. Charles Parish requested Ardaman & Associates, Inc. complete the additional geotechnical work as required by the Canadian National (CN) Railroad, due to the construction scope of work falling within the Zone of Influence and requiring shoring design prior to construction commencement; and,

WHEREAS, St. Charles Parish and Ardaman & Associates, Inc. have mutually agreed upon a lump sum fee of \$8,500.00 to complete the work, bringing the total contract value to \$25,000.00.

**ATTACHMENT "A" PROJECT SCOPE**

**Add the verbiage below to the existing Attachment "A".**

The supplemental geotechnical investigation will contain recommendations pertinent to:

- Temporary retaining wall-type structures recommendations including settlement;
- Steel sheet pile recommendations;
- Parameters required to design the required shoring per CN Railroad requirements; and
- Slope stability analysis for the proposed excavation.

**ATTACHMENT "C" PROJECT COMPENSATION**

**Delete entire Attachment "C" and replace with the attached.**

THUS DONE AND SIGNED in the presence of the undersigned competent witnesses, on this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Witnesses:

Kang Mongey

Billy Raymond

ST. CHARLES PARISH

By: Math Jewell  
Matthew Jewell  
Parish President

Date: 11/21/2023

ARDAMAN & ASSOCIATES, INC.

\_\_\_\_\_

By: \_\_\_\_\_  
Robert E. Jewell, P.E.  
Project Engineer/Branch Manager

\_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT "C"**  
**PROJECT COMPENSATION**

EVANGELINE ROAD & CN RAILROAD BOX CULVERT  
Project No. (P210701)

OWNER shall pay CONSULTANT on a Lump Sum basis for Geotechnical Services set forth in Attachment A as follows:

- a. The total compensation for geotechnical services as described in Attachment A is estimated to be \$25,000.00, \$16,500.00 of which has already been expended for the Geotechnical Report completed by Ardaman & Associates, Inc. dated March 8, 2023.

# PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and effective as of the 18<sup>th</sup> day of August, 2022 by and between ST. CHARLES PARISH acting herein by and through its President, who is duly authorized to act on behalf of said Parish, hereinafter called the OWNER, and ARDAMAN & ASSOCIATES, INC., a corporation and/or limited liability company acting herein by and through its Contracting Officer, hereinafter called CONSULTANT, duly authorized by corporate resolution or certificate of authority attached hereto and made a part hereof. Whereas the Owner desires to employ a professional consulting firm to perform consulting work and services for EVANGELINE ROAD & CN RAILROAD BOX CULVERT Project No. P210701 as described in Ordinance No. \_\_\_\_\_ which is attached hereto and made a part hereof.

## 1.0 GENERAL TERMS

The Owner agrees to employ the Consultant and the Consultant agrees to perform professional services required for the project described above. Consultant will conform to the requirements of the Owner and to the standards of the agencies participating with the Owner in the Project. The Consultant will coordinate all work between the Owner and all participating agencies and regulating agencies, if needed. Written authorization to begin different phases of the project will be given to the Consultant by the Owner, including Conceptual, Preliminary Design, Final Design, Bidding Assistance and Construction and Services. The Owner may terminate the Contract by written notification and without cause per Section 11.0 during any phase of the project.

The Consultant shall at all times during this Agreement maintain a valid Louisiana Consulting License and any other applicable licenses necessary for performance of the Project.

All work shall be under the direction of the Owner, and all plans, specifications, etc. shall be submitted to the Owner and all approvals and administration of this contract shall be through the Owner.

## 2.0 PROJECT

2.1 The Owner hereby contracts with the CONSULTANT to perform all necessary professional services in connection with the project as defined as follows:

EVANGELINE ROAD & CN RAILROAD BOX CULVERT  
Project No. P210701

2.2 The Project consist of the scope of services and work as defined in Attachment "A" hereto.

- 2.3 Consultant shall perform all scope of services and work in accordance with the Schedule as defined in Attachment "B" hereto unless otherwise mutually agreed upon by the parties in writing.
- 2.4 The Consultant agrees to comply with all Federal, State, and Local Laws and Ordinances applicable to the scope of services and work or in entering any other agreement with any another party to complete the work.

### **3.0 SERVICES OF CONSULTANT**

- 3.1 Consultant shall provide Owner professional work and services in all phases of the Project to which this Agreement applies and as hereinafter provided to properly plan and execute the work on the project(s) assigned to the Consultant. These services may include but may not be limited to serving as Owner's professional consulting representative for the Project, providing professional consultation and advice, and furnishing customary civil, surveying, geotechnical, structural, mechanical, electrical, instrumentation and control consulting services and construction consulting and inspection.
- 3.2 Services provided by the Consultant shall be performed in accordance with generally accepted professional consulting practice at the time and the place where the services are rendered.
- 3.3 Consultant shall obtain from Owner authorization to proceed in writing for each phase of the Project.
- 3.4 Consultant shall provide minutes of all meetings with St. Charles Parish regarding any phase of the Project.
- 3.5 Consultant shall provide work and services to complete the project, including all necessary services described herein or usually implied as a prerequisite for the performance of the services whether or not specifically mentioned in this agreement, including attendance by the Consultant at project conferences and public hearings.
- 3.6 The Phases of the Project are as defined in Attachment "A".

### **4.0 OWNERSHIP OF DOCUMENTS**

- 4.1 Documents including but not limited to plans, specifications, maps, basic survey notes, sketches, charts, computations and all other data prepared or obtained under the terms of this authorization shall become the property of the Owner and shall be made available for Owner's inspection at any time during the Project and, shall be delivered to the Owner prior to termination or final completion of the Contract.

- 4.2 Consultant may retain a set of documents for its files.
- 4.3 Reuse of Documents. Any reuse of documents or materials without written authorization or adaptation by Consultant to the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates, subcontractors, and consultants.
- 4.4 No materials, to include but not limited to reports, maps or other documents produced as a result of this Contract, in whole or in part, shall be available to Consultant for copyright purposes. Any such materials produced as a result of this Contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner, and the Owner shall be sole and exclusive entity who may exercise such rights.

## 5.0 SUPPLEMENTARY SERVICES

The Consultant shall provide, when requested in writing by the Owner, supplementary services not included in the basic work and services.

The compensation to the Consultant for the supplemental services, when performed by the Consultant, shall be in the form of a lump sum, billable hours, or "not to exceed" hourly rate which is mutually agreeable to the Owner and the Consultant in writing.

Such supplementary services may include the following:

- A. Soil investigations
- B. Laboratory inspection of materials and equipment
- C. Right-of-Way, easement and property acquisition surveys, plats, maps and documents
- D. Any major revisions for which the Consultant is not responsible, that are authorized by the Owner after the completion and approval of either the preliminary or final plans and specifications
- E. Services concerning replacement of any work damaged by fire or other causes during construction
- F. Services made necessary by the default of the contractor in the performance of the construction contract
- G. Services as an expert witness in connection with court proceedings
- H. Traffic consulting if necessary
- I. Topographic Survey
- J. Preparation of Environmental Assessment documents and/or Environmental Permits
- K. If all or part of the work is to be financed by a Federal or State Grant, the Consultant shall assist the Owner in the preparation of the Grant application and with the Grant Administration, unless otherwise specifically agreed upon previously herein.

## **6.0 DEFECTIVE WORK**

During such visits and on the basis of such observations, Consultant may disapprove of or reject Contractor's work while it is in progress if Consultant believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents

## **7.0 NOTICE TO PROCEED**

The Owner shall notify the Consultant in writing to undertake the services stated in this Agreement, and the Consultant shall commence the services within ten (10) days after receipt of such notification.

If the Owner desires to divide the Project into various parts, a Notice to Proceed shall be issued for each part, and the Owner and the Consultant shall mutually agree upon the period of time within which services for each part of the Project shall be performed.

The Consultant will be given time extensions for delays beyond their control or for those caused by tardy approvals of work in progress by various official agencies, but no additional compensation shall be allowed for such delays.

## **8.0 PAYMENTS**

- 8.1 Owner shall pay Consultant for the performance of work and services as outlined in Attachment "C" to this Agreement.
- 8.2 Payment for Consultant work and services on projects that do not require construction services, such as feasibility studies or drainage studies, shall be made based upon Consultant's estimate of the proportion of the services actually completed at the time of billing and shall be made in partial payments at monthly intervals.
- 8.3 If the Project, or any portion thereof, is not completed for any reason, the final fee for consulting work and services shall be negotiated between Owner and Contractor. If the final fee for work and services is not mutually agreed upon, either party may elect in writing to submit the dispute to mediation. If mediation is not mutually agreed upon, written notice will be submitted to the other party of the intent to submit the dispute to the 29<sup>th</sup> Judicial District Court of St. Charles Parish, State of Louisiana.
- 8.4 If authorized in writing by Owner, for the performance of, or for obtaining from others Additional Services which are not considered normal or customary consulting, the Owner shall pay Consultant based on monthly invoices submitted by the Consultant, within sixty (60) days of receipt of Consultant's invoice. Consultant shall provide written notice to Owner when no services or work have been performed during a given month.

- 8.5 For Additional Authorized Services provided by the Consultant such as, but not limited to, wetlands permitting, land and right-of-way acquisition, surveying, NPDES and LADEQ permit renewal or acquisition work, etc. Owner shall pay Consultant based on an agreed upon hourly rate(s) between the Owner and Consultant. Payment shall be not-to-exceed based on hourly rates and actual hours worked.
- 8.6 The following documentation shall be required for payment to Consultant and shall be attached to the monthly invoice.
- a. A copy of the Owner's written authorization to perform the service.
  - b. Timesheets for all hours invoiced.
  - c. Invoice copies, logs or other substantiation of non-salary expenses.
- 8.7 For Additional Authorized Services that Consultant acquires from subcontractors and/or subconsultants, Owner shall pay Consultant a fixed sum previously agreed upon by Owner and Consultant, such sum to be established in each case when the scope of the work involved has been determined and before any of the Additional Services are provided. The use of subcontractors and/or subconsultants shall be subject to the provisions set forth in this Agreement. The following documentation shall be required for payment to Consultant and shall be attached to the monthly invoice:
- a. A copy of the Owner's written consent for the subcontractor and/or subconsultant to perform the service stating the Owner's and Consultant's agreed upon fixed sum established for the service performed.
  - b. Evidence that the subcontractor and/or subconsultant is insured as required by this Agreement.
- 8.8 For Supplementary Services described in Section 5, Owner shall pay Consultant for the fee negotiated at the time the work is assigned by the method stipulated in the contract amendment.

## 9.0 BUDGET LIMITATIONS

The construction budget for this Project shall be determined by the Owner, and the Consultant shall be advised of the budget limitation in writing by the Owner and the Consultant shall indicate his acceptance of same in writing to the Owner. Any subsequent budget revisions shall be confirmed in writing.

If, at the completion of the Preliminary or Design Phase, the Consultant does not concur with the construction budget, he shall so notify the Owner, and the Consultant and Owner shall mutually agree on a revised construction budget prior to any work on the Design Phase.

If no bid is received within the budget limitation and a redesign of the project if required by the Owner, such redesign shall be accomplished by the Consultant at no additional cost to the Owner, provided, however, if the receipt of bids is, for any reason, delayed beyond a period of six (6) months from the date of the completion of the Design Phase the amount stated as the construction budget shall be adjusted, immediately prior to the time bids are received, by use of a construction cost index acceptable to both parties of this agreement.

## **10.0 FUNDS**

No work shall be authorized until funds are established for each individual task.

## **11.0 TERMINATION OR SUSPENSION**

- 11.1 This Agreement may be terminated for any reason by either party upon thirty (30) days written notice.
- 11.2 The Consultant, upon receipt of such notice, shall immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.
- 11.3 The Consultant shall, as soon as practicable after receipt of notice of termination, submit a statement showing in detail the services performed and payments received under this Agreement to the date of termination.
- 11.4 The Owner shall then pay the Consultant promptly that portion of the prescribed fee to which both parties agree.
- 11.5 Consultant fully acknowledges that no payment will be made for any work performed or expenses incurred after receipt of the termination by either party unless mutually agreed upon in writing.
- 11.6 Failure to meet agreed delivery dates or authorized extensions are considered substantial failures and breach of this contractual agreement by Consultant.
- 11.7 This agreement shall automatically terminate upon satisfactory completion of all services and obligations described herein or three (3) years from the date of its execution, whichever event occurs first.

## **12.0 INSURANCE**

- 12.1 The Consultant shall secure and maintain at his expense such insurance that will protect him and the Owner, from claims under Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from performance of services under this Agreement. Insurance for bodily injury or death

shall be in the unencumbered amount of \$1,000,000.00 for one person and not less than \$1,000,000.00 for all injuries and/or deaths resulting from any one occurrence. The insurance for property damage shall be in the unencumbered amount of \$1,000,000.00 for each accident and not less than \$1,000,000.00 aggregate.

- 12.2 The Consultant shall also secure and maintain at his expense professional liability insurance in the unencumbered sum of \$1,000,000.00.
- 12.3 All certificates of insurance SHALL BE FURNISHED TO THE OWNER and shall provide that insurance shall not be cancelled without ten (10) days prior written notice to the Owner. The Owner may examine the policies.
- 12.4 Consultant shall include all subcontractors and/or subconsultants as insured under its policies or shall furnish separate certificates for each. All coverages for subcontractors and/or subconsultants shall be subject to all the requirements stated herein.
- 12.5 Contractor shall secure and maintain at his expense Comprehensive Automobile Liability - Bodily Injury Liability \$1,000,000 each person: \$1,000,000 each occurrence. Property Damage Liability \$1,000,000 each occurrence. The Comprehensive Automobile Liability policy must have coverage for loading and unloading and must include owned, hired and leased autos.
- 12.6 St Charles Parish shall be named as an additional insured on general liability insurance policies.
- 12.7 For all purposes under Louisiana law, the principals of this Contract shall be recognized as the statutory employer of all contract employees as provided in LSA-R.S. 23:1061.
- 12.8 Insurance policies shall be endorsed to provide for a waiver of subrogation in favor of St. Charles Parish for worker's compensation policies. The certificate of insurance shall reference the waiver of subrogation endorsement.
- 12.9 The Worker's Compensation Policy Territory Coverage must include Louisiana.

### **13.0 INDEMNIFICATION**

Consultant shall indemnify and hold harmless the Owner, its employees, agents and representatives, against any and all claims, demands, suits or judgments for sums of money to any party for loss of life or injury or damages to person or property growing out of, resulting from or by any reason of any negligent act by the Consultant, its employees, agents, servants or representatives, while engaged upon or in connection with the services required or performed hereunder.

#### **14.0 WARRANTY**

- 14.1 Consultant warrants that it will perform its design services with the degree of skill and to the standard of care required of the consulting profession to meet all Federal, State and Local requirements.
- 14.2 If Consulting Services for project designed by Consultant does not meet those requirements noted herein above, then to the extent that this occurs as a direct result of Consultant's failure to meet the standard of care in its design services, Consultant will indemnify the Parish for Consultant's share of the costs incurred to bring Consulting Services for project to the limitations mandated.
- 14.3 The obligations expressed in Section 14 above in no way limit the Consultant's obligations expressed elsewhere in this Contract.

#### **15.0 EXCLUSIVE JURISDICTION AND VENUE**

For all claims arising out of or related to this agreement, CONSULTANT hereby consents and yields to the exclusive jurisdiction and venue of the Twenty-Ninth Judicial District Court for the Parish of St. Charles, State of Louisiana, and expressly waives any (a) pleas of jurisdiction based upon Consultant's residence and (b) right of removal to Federal Court based upon diversity of citizenship.

#### **16.0 COMPLIANCE WITH FEDERAL AND STATE LAWS**

CONSULTANT further agrees to comply with federal and state laws.

#### **17.0 OTHER**

This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this Agreement. This Agreement may not be modified, supplemented or amended in any manner, except by written agreement signed by both parties.

IN WITNESS WHEREOF, the parties to these presents have hereunto caused these presents to be executed the day, month and year first above mentioned.

WITNESSES:

*Juniper Culp*

*Billy Raymond*

WITNESSES:

*Kristina David*

*J.K.*

ST. CHARLES PARISH

*Matthew Jewell*

By: Matthew Jewell  
Parish President

*8-18-22*  
Date:

ARDAMAN & ASSOCIATES, INC.

*Robert E. Jewell*

By: Robert E. Jewell, P.E.  
Project Engineer/Branch Manager

*9/8/22*  
Date:

**ATTACHMENT "A"**  
**PROJECT SCOPE**

**EVANGELINE ROAD & CN RAILROAD BOX CULVERT**  
Project No. (P210701)

The Scope of Work is as follows:

The scope of work includes installation of 10'x5' precast concrete box culverts on both the north and south side of Canadian National (CN) Railroad at Evangeline Road in Montz, to improve drainage within the watershed. A geotechnical investigation is required to provide specific foundation recommendations for the box culvert installation.

**GEOTECHNICAL INVESTIGATION**

A Licensed Louisiana Geotechnical firm shall complete the work as outlined below after completing a LA One Call. The geotechnical investigation purpose is to determine the properties of the soil in the project area. The geotechnical investigation shall include the following elements:

1. (2) two undisturbed soil borings located within proximity to the project location, one on the north side of the tracks and one on the south side of the tracks
2. The borings are to be classified and analyzed as necessary in accordance with accepted industry practices for foundation design
3. Subsurface exploration data to include soil profile, exploration logs, lab or in-situ test results, and ground water conditions
4. Engineering recommendations for design such as bedding thickness, shoring requirements, etc. and recommendations to be project specific
5. The boreholes are to be backfilled and road surfaces patched in accordance with DOTD requirements (Purple book or later).

**ATTACHMENT "B"**  
**PROJECT SCHEDULE**

EVANGELINE ROAD & CN RAILROAD BOX CULVERT  
Project No. (P210701)

The CONSULTANT shall complete the following phases of the project within the number of days shown after Notices to Proceed:

	<u>Number of Days to Complete</u>
Geotechnical Investigation	45

Time for Completion

1. If, through no fault of CONSULTANT, such periods of time or dates are changed, or the orderly and continuous progress of CONSULTANT's services is impaired, or CONSULTANT's services are delayed or suspended, then the time for completion of CONSULTANT's services shall be adjusted equitably.
2. If OWNER authorizes changes in the scope, extent, or character of the Project or CONSULTANT's services, then the time for completion of CONSULTANT's services, and the rates and amounts of CONSULTANT's compensation, shall be adjusted equitably.
3. If CONSULTANT fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then OWNER shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

**ATTACHMENT "C"**  
**PROJECT COMPENSATION**

EVANGELINE ROAD & CN RAILROAD BOX CULVERT  
Project No. (P210701)

OWNER shall pay CONSULTANT on a Lump Sum basis for Geotechnical Services set forth in Attachment A as follows:

- a. The total compensation for geotechnical services as described in Attachment A is estimated to be \$16,500.00.



Ardaman & Associates, Inc.

Geotechnical, Environmental and  
Materials Consultants

## CERTIFICATE

### ARDAMAN & ASSOCIATES, INC.

To the State of Louisiana, Department of Transportation:

I hereby certify to you that I am the duly elected and qualified Secretary of Ardaman & Associates, Inc., a Florida corporation (the "Company"), and that, as such, I am authorized to execute this Certificate on behalf of the Company. I further certify to you on behalf of the Company that:

Robert E. Jewell, Vice President of the Company, is authorized and empowered, in accordance with the policies and procedures of the Company's parent corporation, to execute on behalf of the Company Amendment No. 1 to Professional Services Agreement for Evangeline Road & Cn Railroad Box Culvert (Parish Project No. P210701), dated August 18, 2022, by and between St. Charles Parish and the Company.

IN WITNESS WHEREOF, I have hereunto set my hand as of this 24<sup>th</sup> day of October, 2023.

Preston Hopson  
Secretary

**2023-0307**

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

**ORDINANCE NO. 23-11-9**

An ordinance approving and authorizing the execution of Change Order No. 1 for Road Maintenance 2022-23 (Project No. P220501), to increase the contract amount by \$1,012,969.06 and increase the contract time by forty five (45) days.

**WHEREAS,** Ordinance No. 22-7-2 adopted on July 5, 2022, by the St. Charles Parish Council, approved and authorized the execution of a Professional Services Agreement with Digital Engineering & Imaging, Inc., to perform planning services for the Road Maintenance 2022-23 (Project No. P220501), in the not to exceed amount of \$316,728.72; and,

**WHEREAS,** Ordinance No. 23-6-9 adopted on June 19, 2023, by the St. Charles Parish Council, for the execution of a Contract with Barriere Construction Co., LLC for Road Maintenance 2022-23 (Project No. P220501) in the amount of \$2,499,902.45; and,

**WHEREAS,** Ordinance No. 23-8-8 adopted on August 28, 2023, by the St. Charles Parish Council, approved and authorized a Professional Services Agreement with Alpha Testing and Inspection, Inc., to perform testing services for Road Maintenance 2022-23 (Project No. P220501), in the not to exceed amount of \$40,000.00; and,

**WHEREAS,** Ordinance No. 23-9-2 adopted on September 25, 2023, by the St. Charles Parish Council, approved and authorized Amendment No. 1 to the Professional Services Agreement with Digital Engineering & Imaging, Inc., to perform planning services for the Road Maintenance 2022-23 (Project No. P220501), in the total amount of \$436,180.00; and,

**WHEREAS,** St. Charles Parish secured the funding to perform maintenance on an additional twenty nine (29) streets in the parish; and,

**WHEREAS,** the contract with Barriere Construction Co., LLC needs to be amended by change order to adjust the contract quantities with revised quantities resulting in an increase the contract amount by \$1,012,969.06, and increase the contract time by forty five (45) days.

**THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:**

**SECTION I.** That Change Order No. 1 for Road Maintenance 2022-23 (Project No. P220501), to increase the contract amount by \$1,012,969.06 and to increase the contract time by forty five (45) is hereby approved and accepted.

**SECTION II.** That the Parish President is hereby authorized to execute said Change Order 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, BELLOCK, FISHER, FISHER-CORMIER

**NAYS:** NONE

**ABSENT:** GIBBS, DUFRENE

And the ordinance was declared adopted this 20th day of November, 2023, to become effective five (5) days after this publication in the official journal.

CHAIRMAN: Ray Bell

SECRETARY: Michelle Augustato

DLVD/PARISH PRESIDENT: November 21, 2023

APPROVED: ✓ DISAPPROVED:                     

PARISH PRESIDENT: Matthew Jewell

RETD/SECRETARY: November 21, 2023

AT: 3:38 pm RECD BY: [Signature]

SECTION 00806

CHANGE ORDER

No. 1

DATE OF ISSUANCE 10/25/2023

EFFECTIVE DATE 11/21/23

OWNER St. Charles Parish  
CONTRACTOR Barriere Construction, LLC  
Contract: Road Maintenance 2022-23  
Project:  
OWNER's Contract No. P220501  
ENGINEER Digital Engineering and Imaging, Inc.

ENGINEER's Contract No. 22R00001.000

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

Description:

1. Delete the Following Work Items:

- a. Contract Item 122: *Railroad Pavement Markings*  
Base Bid- Delete item in its entirety. *(-\$4,800.00)*  
Alt. 1- Delete item in its entirety. *(-\$1,200.00)*

Total of Deducted Items = *(-\$6,000.00)*

2. Revise the Following Work Item Quantities:

- a. Contract Item 010: *Temporary Construction Signs and Barricades*  
Alt. 2- 1 LS quantity is to be added to project. *(+\$5,000.00)*
- b. Contract Item 020: *Cold Plane (2" Thick)*  
Base Bid- The quantity is to be increased by 1,302 SY. *(+\$3,450.30)*  
Alt. 1- The quantity is to be increased by 3,613 SY. *(+\$9,574.45)*  
Alt. 2- 35,874 SY quantity is to be added to project. *(+\$95,066.10)*
- c. Contract Item 030: *Asphalt Pavement Overlay*  
Base Bid- The quantity is to be increased by 1,302 SY. *(+\$23,826.60)*  
Alt. 1- The quantity is to be increased by 3,613 SY. *(+\$66,117.90)*  
Alt. 2- 36,457 SY quantity is to be added to project. *(+\$667,163.10)*
- d. Contract Item 040: *Asphalt Patching (6" Thick)*  
Base Bid- The quantity is to be decreased by 642 TON at the unit price of \$155.15/TON *(-\$99,606.30)* and increased by 121.8 TON at the unit price of \$370.00/TON *(+\$45,066.00)*. The quantity overall decreased by 520.2 TON *(-\$54,540.30)*.  
Alt. 1- The quantity is to be decreased by 59.6 TON at the unit price of \$155.15/TON *(-\$9,246.94)* and increased by 44.9 TON at the unit price of \$370.00/TON *(+\$16,613.00)*. The quantity overall decreased by 14.7 TON, however, the price increased by *(+\$7,366.06)*.  
Alt. 2- 340.6 TON quantity is to be added to project. *(+\$126,022.00)*
- e. Contract Item 050: *Class II Base Course*  
Base Bid- The quantity is to be decreased by 324.4 TON at the unit price of \$10/TON *(-\$3,244.00)* and increased by 61.3 TON at the unit price of \$250.00/TON *(+\$15,325.00)*. The quantity overall decreased by 263.1 TON, however, the price increased by *(+\$12,081.00)*.  
Alt. 1- The quantity is to be decreased by 30 TON at the unit price of \$10/TON *(-\$300.00)* and increased by 22.6 TON at the unit price of \$250.00/TON *(+\$5,650.00)*. The quantity overall decreased by 7.4 TON, however, the price increased by *(+\$5,350.00)*.

- Alt. 2- 171.9 CY quantity is to be added to project. (+\$42,975.00)
- f. Contract Item 080: *Adjustment of Manholes*  
 Base Bid- The quantity is to be increased by 2 EA. (+\$315.70)  
 Alt. 1- The quantity is to be increased by 1 EA. (+\$157.85)  
 Alt. 2- 13 EA quantity is to be added to project. (+\$2,052.05)
- g. Contract Item 081: *Adjustment of Drainage Structures*  
 Base Bid- The quantity is to be decreased by 2 EA. (-\$5,800.00)
- h. Contract Item 082: *Adjustment of Water Valves*  
 Base Bid- The quantity is to be decreased by 1 EA. (-\$500.00)  
 Alt. 1- The quantity is to increase by 1 EA. (+\$500.00)  
 Alt. 2- 2 EA quantity is to be added to project. (+\$1,000.00)
- i. Contract Item 090: *Shoulder Material (Stone Fill)*  
 Base Bid- The quantity is to be decreased by 4,018 LF. (-\$18,683.70)  
 Alt. 1- The quantity is to be decreased by 435 LF. (-\$2,022.75)
- j. Contract Item 091: *Shoulder Material (Reclaimed Asphalt Pavement)*  
 Base Bid- The quantity is to be decreased by 3,588 LF. (-\$16,684.20)  
 Alt. 1- The quantity is to be decreased by 286 LF. (-\$1,329.90)  
 Alt. 2- 935 LF quantity is to be added to project. (+\$4,347.75)
- k. Contract Item 092: *Shoulder Material (Earthen)*  
 Base Bid- The quantity is to be decreased by 4,018 LF. (-\$18,683.70)  
 Alt. 1- The quantity is to be decreased by 435 LF. (-\$2,022.75)
- l. Contract Item 110: *Reflectorized Raised Pavement Markers (Blue)*  
 Base Bid- The quantity is to be increased by 3 EA. (+\$54.00)  
 Alt. 1- The quantity is to be increased by 3 EA. (+\$54.00)  
 Alt. 2- 35 EA quantity is to be added to project. (+\$630.00)
- m. Contract Item 120: *Plastic Reflective Pavement Striping (4" Width)*  
 Base Bid- The quantity is to be decreased by 0.300 MILE. (-\$2,400.00)
- n. Contract Item 121: *Plastic Reflective Pavement Striping (24" Width)*  
 Base Bid- The quantity is to be decreased by 174.5 LF. (-\$3,315.50)  
 Alt. 1- The quantity is to be decreased by 8.0 LF. (-\$152.00)
- o. Contract Item 130: *Mobilization/Demobilization*  
 Alt. 2- 1 LS quantity is to be added to project. (+\$72,000)

Total of Change in Work Items Quantity = (+\$1,012,969.06)

**Reason for Change Order:**

1. Deleted Work Items
  - a. The streets that needed the railroad pavement markings item were removed from the project. The item is no longer needed because the current streets in the project don't have railroad crossings.
2. Revise Work Item Quantities
  - a. Base Bid and Alternative No. 1 work item changes were due to the removal of streets from the project. The removed streets include the following: Adams Street (1), Pirate Drive, Killona Drive (2), and North Oak Court. Pirate Drive was removed because it is a privately owned street. The others were removed because of work that is occurring in the area that would hinder the construction activities to maintain these roads. This work is proposed to be done in future Road Maintenance contracts. In the attempt to replace the costs removed from Base Bid and Alt. 1, eight (8) streets were added to Base Bid and two (2) were added to Alt. 1.
  - b. St. Charles Parish requested that Digital Engineering & Imagining, Inc. add approximately \$1 million of work to Road Maintenance 2022-23. Alternative No. 2 included the addition of 19 streets to the project causing an increase in work item quantities. This with the inclusion of the replacement streets in Base Bid and Alt. 1 provided a total contract price increase of approximately \$1 million.
  - c. Contract items Asphalt Patching (6" Thick) and Class II Base Course cost per item increased. The new streets are spread apart and have less patching quantity than the original contract. This difference required an increase in unit price from the original quantities.

- d. Because additional work will be added via this Change Order, the contractor will need an additional 45 days to complete the work.

**Attachments:**

1. The updated Quantities spreadsheet for the additional asphalt streets has been attached.

CHANGE IN CONTRACT PRICE:
Original Contract Price \$2,499,902.45
Net Increase (Decrease) from previous Change Orders No. ____ to ____: \$0.00
Contract Price prior to this Change Order: \$2,499,902.45
Net increase of this Change Order: \$1,012,969.06
Contract Price with all approved Change Orders: \$3,512,871.51

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: 90 days 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: 90 days Ready for final payment: _____ (days or dates)
Net increase (decrease) this Change Order: Substantial Completion: 45 days Ready for final payment: _____ (days)
Contract Times with all approved Change Orders: Substantial Completion: 135 days Ready for final payment: _____ (days or dates)

RECOMMENDED:  
By: Stephanie B. Turner  
ENGINEER (Authorized Signature)  
Date: 10/25/23

APPROVED:  
By: Math Juree  
OWNER (Authorized Signature)  
Date: 11/21/23

ACCEPTED:  
By: Bahar G. Goc  
CONTRACTOR (Authorized Signature)  
Date: 10/25/23

BASE BID - REPLACEMENT STREETS

DISTRICT	STREET	BOUNDARY	TOWNSHIP	TEMPORARY CONSTRUCTION SIGNS AND BARRICADES	010	020	030	040	050	060	070	080	090	100	110	120	130
					LS	SY	SY	TON	CY	EA	LS	EA	EA	LF	EA	MILE	LS
1	2	GOURGUES ST.	HAINVILLE	-	-	1658.00	1658.00	8.7	4.0	0	1	0	0	0	3	0	-
2	10	ST PAUL ST. (2)	DESTREHAN	-	-	174.00	174.00	0.0	0.0	0	-	0	0	0	0	0	-
4	12	BAYOU ROAD	LA 631 (D.E.) - UP THE BAYOU RD.	-	-	595.00	595.00	0.0	0.0	0	1	0	0	0	0	0	-
4	15	EVANS ST.	BOULTE	-	-	590.00	590.00	16.1	6.1	0	-	0	0	0	1	0	-
5	20	PONT LN. (2)	ST ROSE	-	-	716.00	716.00	0.0	0.0	0	0	0	0	0	0	0	-
6	21	CLAYTON ST. (1)	NORCO	-	-	2613.00	2613.00	39.0	18.2	0	-	0	0	0	3	0	-
6	21	CLAYTON ST. (1)	NORCO	-	-	5193.00	5193.00	0.0	0.0	0	-	0	0	0	6	0	-
6	22	CLAYTON ST. (2)	NORCO	-	-	2185.00	2185.00	59.0	30.0	0	-	0	0	0	2	0	-
6	23	ST CHARLES ST. (4)	NORCO	-	-	15780	15780	121.8	51.3	0	0	3	0	0	19	0	-
TOTALS					-	-	-	-	-	-	-	-	-	-	-	-	-

ALTERNATE NO. 1 - REPLACEMENT STREETS

DISTRICT	STREET	BOUNDARY	TOWNSHIP	TEMPORARY CONSTRUCTION SIGNS AND BARRICADES	010	020	030	040	050	060	070	080	090	100	110	120	130
					LS	SY	SY	TON	CY	EA	LS	EA	EA	LF	EA	MILE	LS
2	9	ELLINGTON AVE. (2)	LULING	-	-	4142	4142	20.2	10.2	0	1	0	1	0	104	0	-
7	28	FERD DR.	LULING	-	-	1893	1893	24.7	12.4	0	-	1	0	0	2	0	-
TOTALS					-	-	-	-	-	-	-	-	-	-	-	-	-

ALTERNATE NO. 2 - ADDITIONAL ASPHALT

DISTRICT	STREET	BOUNDARY	TOWNSHIP	TEMPORARY CONSTRUCTION SIGNS AND BARRICADES	010	020	030	040	050	060	070	080	090	100	110	120	130
					LS	SY	SY	TON	CY	EA	LS	EA	EA	LF	EA	MILE	LS
1	1	GENERAL TAYLOR DRIVE	HAINVILLE	-	-	2714	2714	0.0	0.0	0	0	0	0	0	0	0	-
1	3	PECAN ST.	HAINVILLE	-	-	967	967	27.0	13.6	0	-	0	0	0	1	0	-
1	4	ROSE ST.	HAINVILLE	-	-	1133	1133	0.0	0.0	0	-	0	0	0	0	0	-
1	5	SOUTH ST.	HAINVILLE	-	-	4894	4894	15.8	8.0	0	2	0	0	0	0	0	-
1	8	ST. FRANCIS ST. (1)	DESTREHAN	-	-	320	320	0.0	0.0	0	0	0	0	0	5	0	-
2	7	3RD ST. (1)	LULING	-	-	3110	3110	26.5	13.4	0	0	0	0	0	4	0	-
2	6	LULING	LULING	-	-	734	734	0.0	0.0	0	-	0	0	0	0	0	-
3	11	RUTH ST. (1)	DESTREHAN	-	-	350	350	0.0	0.0	0	0	0	0	0	0	0	-
4	13	DES ALLEMANDES	DES ALLEMANDES	-	-	475	475	0.0	0.0	0	0	0	0	0	2	0	-
4	14	COMMON ST.	PAROITE	-	-	1409	1409	28.5	13.4	0	1	0	0	0	1	0	-
4	16	FIRST ST. (2)	BOULTE	-	-	613	613	15.4	7.8	0	0	0	0	0	0	0	-
4	17	MOTT ST.	BOULTE	-	-	1094	1094	25.7	12.9	0	1	0	0	0	1	0	-
4	18	MAPLE ST. (2A)	BOULTE	-	-	583	583	0.0	0.0	0	-	0	0	0	0	0	-
5	19	ST. ROSE	ST. ROSE	-	-	919	919	0.0	0.0	0	1	0	0	0	1	0	-
5	23	SHORT ST. (4)	NORCO	-	-	405	405	0.0	0.0	0	0	0	0	0	0	0	-
6	23	WEST B ST. (2)	NORCO	-	-	5686	5686	53.6	27.0	0	3	0	0	0	5	0	-
7	25	BLOUIN ST.	LULING	-	-	670	670	0.0	0.0	0	-	0	0	0	0	0	-
7	26	FATH PL.	BOULTE	-	-	1489	1489	108.4	54.7	0	0	0	0	0	1	0	-
7	27	RIVER OAKS DR. (3)	LULING	-	-	6632	6632	41.7	21.1	0	0	0	0	0	0	0	-
TOTALS					1	32,674	35,457	345.5	171.5	0	13	6	2	0	35	6	1

Maple Street (PA) overlay is estimated at two times the square yards of the area because two 2" lifts will be placed on the existing asphalt/surface street. Barriers does not need to be test the compaction, density, or depth of the existing asphalt on Maple Street (PA) that is being considered the base for the asphalt overlay that is proposed.

BASE BID - REMOVED STREETS

DISTRICT	STREET	BOUNDARY	TOWNSHIP	TEMPORARY CONSTRUCTION SIGNS AND BARRICADES	010	020	030	040	050	060	070	080	090	100	110	120	130
					LS	SY	SY	TON	CY	EA	LS	EA	EA	LF	EA	MILE	LS
30	ADAMS STREET (1) - REMOVED			-	-	2,887	2,887	133.8	57.8	0	-	0	0	0	2,495.0	0.0	-
32	PIRATE DRIVE - REMOVED			-	-	4,165	4,165	519.4	189.3	0	-	0	0	0	-1,919.5	-0.3	-
33	NORTH OAK COURT - REMOVED			-	-	22,476	22,476	194.8	98.4	0	-1	0	-1	0	0.0	0.0	-
TOTALS					-	-	-	-	-	-	-	-	-	-	-4,018	-0.3	-

ALTERNATE NO. 1 - REMOVED STREETS

DISTRICT	STREET	BOUNDARY	TOWNSHIP	TEMPORARY CONSTRUCTION SIGNS AND BARRICADES	010	020	030	040	050	060	070	080	090	100	110	120	130
					LS	SY	SY	TON	CY	EA	LS	EA	EA	LF	EA	MILE	LS
31	KILLONA DRIVE (2) - REMOVED			-	-	-2,522	-2,522	-56.6	-30.1	0	-	0	0	0	-435	0.0	-
TOTALS					-	-	-	-	-	-	-	-	-	-	-	-	-

ROAD MAINTENANCE 2022-23 - TOTAL FROM ADDITIONS AND REMOVALS

TOTAL ADDED					1	57189	59372	507.3	255.8	0	10	0	3	0	1514	0	1
TOTAL REMOVED					-	-17000	-17000	-201.6	-94.4	0	-2	-2	-1	-4463	-4463	-0.3	-
TOTALS					1	40189	41372	184.3	98.6	0	16	2	2	-4463	-4463	-0.3	1

**2023-0308**

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

**ORDINANCE NO.** 23-11-10

An ordinance approving and authorizing the execution of a Contract with Industrial & Mechanical Contractors, Inc., for Eastbank Lift Station Rehabilitation (Project No. S211203), in the amount of \$1,587,000.00.

**WHEREAS,** Ordinance No. 22-2-6 adopted on February 7, 2022, by the St. Charles Parish Council, approved and authorized the execution of a Professional Services Agreement with Stuart Consulting Group, Inc., to perform engineering services for Eastbank Lift Stations Rehabilitation (Project No. S211203), in the amount not to exceed \$213,780.00; and,

**WHEREAS,** sealed bids were received by St. Charles Parish on October 10, 2023, for Eastbank Lift Station Rehabilitation (Project No. S211203); and,

**WHEREAS,** Stuart Consulting Group, Inc., has reviewed the only received bid and recommends that the Contract be awarded to the lowest responsive and responsible bidder, Industrial & Mechanical Contractors, Inc., in the amount of \$1,587,000.00.

**THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:**

**SECTION I.** That the bid of Industrial & Mechanical Contractors, Inc., for the construction of Eastbank Lift Station Rehabilitation (Project No. S211203) is hereby approved and accepted in the amount of \$1,587,000.00.

**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, BELLOCK, FISHER, FISHER-CORMIER

NAYS: NONE

ABSENT: GIBBS, DUFRENE

And the ordinance was declared adopted this 20th day of November, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN:

SECRETARY:

DLVD/PARISH PRESIDENT:

APPROVED:

DISAPPROVED:

PARISH PRESIDENT:

RETD/SECRETARY:

AT: 3:38 pm

RECD BY:

SECTION 00500

CONTRACT

This agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Industrial & Mechanical Contractors, Inc., hereinafter called the "Contractor", whose business address is 757 Central Ave., and the St. Charles Parish, hereinafter called the "Owner".  
Jefferson, LA 70121

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: Eastbank Lift Station Rehabilitation Project Number: S211203

- 1.02 The abovementioned work shall be completed in strict accordance with Contract Documents prepared by: Stuart Consulting Group, 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 April 19, 2023, Addenda number(s) 1, 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: The scope at Wildcat Lift Station includes installation of a new wet well and valve pit with associated pumps, valves, piping, emergency pump out, and Owner provided control panel and starters with SCADA. The scope at East and Clayton Lift Station includes removal of the existing dry pit and replacement of existing pumps, piping valves, and control panel at the existing station. The new valve manifold is to be above ground atop a new concrete slab equipped with an emergency pump out.

## ARTICLE 2

### ENGINEER

- 2.01 The Project has been designed by Stuart Consulting Group, 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 the Work under the Contract within 180 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) (\$1,587,000.00) One Million Five Hundred Eighty Seven Thousand and NO/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 One - 1 to One - 1 inclusive)
- h) Contract documents bearing the general title "Contract Documents and Specifications for SCP Project No. S211203 Eastbank Lift Station Rehabilitation" dated April 19, 2023.
- i) Drawings, consisting of a cover sheet dated) April 19, 2023 and the sheets listed on Drawing Title Sheet (T1); each sheet bearing the following general title:  
Title Sheet; General Notes; Demolition Plan – Ormond at Wildcat; Demolition Plan – Clayton at 3<sup>rd</sup>; Demolition Plan – East St; Site Plan – Ormond at Wildcat; Site Plan – Clayton at 3<sup>rd</sup>; Site Plan – East St; Foundation Plan – Ormond at Wildcat; Mechanical Details – Ormond at Wildcat; Mechanical Details – Clayton at 3<sup>rd</sup>; Mechanical Details – East St; Miscellaneous Details; Miscellaneous Details; Existing Photos – Ormond at Wildcat; Existing Photos – Clayton at 3<sup>rd</sup>; Existing Photos – East St; Electrical Symbolology and Abbreviations; Ormond at Wildcat - Demolition Plan - Electrical; Clayton at 3<sup>rd</sup> - Demolition Plan – Electrical; East St - Demolition Plan – Electrical; Ormond at Wildcat - Site Plan; Clayton at 3<sup>rd</sup> - Site Plan; East St - Site Plan; Lift Station Riser Diagrams; Electrical Panel Schedule; Motor Elementary Diagram – Wildcat Lane; Electrical Details – Grounding, Electrical Details – Panel Layout East Street; Electrical Details – Panel Layout Clayton Street; Electrical Details – Support Racks, Wildcat, East and Clayton Streets; Electrical Details – Power Terminal Strips, Grounding Lug, Float Switch, Duplex Controller; Electrical Details – Support Racks, Wildcat, East and Clayton Streets; Electrical Details – Support Racks, Wildcat, East and Clayton Streets.
- 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: Harold Heidingsfelder  
Harold Heidingsfelder

Title: President

ATTEST:

By: Teresa M. Miller

Title: Administrative Assistant

END OF SECTION

2023-0309

INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT  
(DEPARTMENT OF WATERWORKS)

ORDINANCE NO. 23-11-11

An ordinance approving and authorizing the execution of Change Order No.1 for the West Bank A Plant Filter Upgrade (WWKS 97), to increase the contract amount by \$14,539.95 and increase the contract time by 252 days.

WHEREAS, Ordinance No. 18-6-6, adopted June 4, 2018, by the St. Charles Parish Council, approved and authorized the execution of Contract for Engineering Services with Design Engineering, Inc. for necessary professional engineering services associated with the West Bank A Plant Filter Upgrade (WWKS 97); and,

WHEREAS, Ordinance No. 21-8-12, adopted August 23, 2021, by the St. Charles Parish Council, approved and authorized the execution of a Contract with Pintail Contracting Services, LLC for West Bank A Plant Filter Upgrade (Project No. WWKS 97), in the amount of \$394,304.00; and,

WHEREAS, the Parish undertook the necessary upgrade of the West Bank Water Treatment Plant's A Filter; and,

WHEREAS, it is necessary to amend the construction contract to delete the work item Project Identification Sign, resulting in a decrease to the contract amount by \$1,500.00; and,

WHEREAS, It is necessary to amend the construction contract to add the work item, Removal and Disposal of Existing Asbestos Concrete Block Filter Underdrain System, and increase in the contract amount of \$6,800.85, and increase the contract time by ten (10) calendar days associated with this work; and,

WHEREAS, it is necessary to amend the construction contract to add work item Provide and Install Filter Tank Coating (ANSI/NSF-61 Compliant), resulting in an increase to the contract amount by \$9,239.10 and an increase in the contract time by forty five (45) calendar days; and,

WHEREAS, it is necessary to amend the construction contract by increasing the contract time by one hundred ninety seven (197) days because of the excessive supply chain delays associated with the manufacture, delivery, inspection and rejection, re-manufacture, re-delivery and final installation of the filter underdrain system; and,

WHEREAS, the amended items now reflect the final contract price as \$408,843.95 and the final contract time as 372 days.

**THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:**

**SECTION I.** That Change Order No. 1 for the West Bank A Plant Filter Upgrade (WWKS 97), to increase the contract amount by \$14,539.95 and increase the contract time by 252 days is hereby approved and accepted.

**SECTION II.** That the Parish President is hereby authorized to execute said Change Order 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, BELLOCK,  
FISHER, FISHER-CORMIER  
NAYS: NONE  
ABSENT: GIBBS, DUFRENE

And the ordinance was declared adopted this 20th day of November, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Billings  
SECRETARY: Michelle Dupontato  
DLVD/PARISH PRESIDENT: November 21, 2023  
APPROVED: ✓ DISAPPROVED: \_\_\_\_\_

PARISH PRESIDENT: Matthew Jewell  
RETD/SECRETARY: November 21, 2023  
AT: 3:38pm RECD BY: [Signature]

**SECTION 00806**

**CHANGE ORDER**

No. 01

DATE OF ISSUANCE 11/21/23 EFFECTIVE DATE 11/21/23

OWNER: St. Charles Parish Waterworks  
 CONTRACTOR: Pintail Contracting Services, LLC  
 Contract: West Bank A Plant Filter Upgrade Project (WWKS 97)  
 Project: West Bank A Plant Filter Upgrade Project  
 OWNER's Contract No.: WWKS 97  
 ENGINEER's Contract No.: 4401  
 ENGINEER: Design Engineering, Inc.

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

**Description:**

1. Delete the Following Work Items:

- a. Delete Contract Item No. 01580-010: Project Identification Sign  
 Delete item in its entirety. (-\$1,500.00)

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#	PROJECT IDENTIFICATION SIGN		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
01580-010	1	EACH	\$1,500.00	\$1,500.00

Total of Deducted Items = (-\$1,500.00)

2. Add the Following Work Items:

- a. New Contract Item No. 02600-011: Removal of Asbestos Concrete Blocks  
 Addition of \$ 6,800.85 (L.S.). See attached backup for details.

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#	REMOVAL OF ASBESTOS CONCRETE BLOCKS		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
02600-011	1	LUMP	\$6,800.85	\$6,800.85

- b. New Contract Item No. 09096-026: Provide and Install Filter Tank Coating (ANSI/NSF-61 Compliant)  
 Addition of \$9,239.10. See attached backup for details.

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#	PROVIDE AND INSTALL FILTER TANK COATING (ANSI/NSF-61 COMPLIANT)		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
09096-026	1	LUMP	\$9,239.10	\$9,239.10

Total of Added Work Items = (+\$16,039.95)

3. Revise the Following Work Item Quantities:

Total of Change in Work Items Quantity = (+/- \$0.00)

SCP-E-00806

00806-1

Revised January 21, 2021

**Reason for Change Order:**

1. Deleted Work Items

- a. The Project Identification Sign was not installed for this project. As such, this item is being removed from the project.

2. Add Work Items

- a. The Filter Upgrade Project requires the removal and replacement of the existing filter underdrain system in filter tanks 103 and 104 of the West Bank "A" Plant (Item No. 02600-010 "Removal of Filter Underdrain System").

During the removal of the existing filter underdrain system, the Contractor (Pintail Contracting Services, LLC) informed the St. Charles Parish Waterworks Department that part of the existing filter underdrain system in filter tanks 103 and 104 was comprised of asbestos concrete blocks similar to those found in previous St. Charles Parish filter upgrade projects.

The St. Charles Parish Waterworks Department and the Contractor have determined that this is an unforeseen condition not included in Item No. 02600-010 "Removal of Filter Underdrain System".

Contract item No. 02600-011 is being added to the project for an asbestos abatement subcontractor (Gill Industries, Ltd.) to remove and dispose of approximately twenty-four feet of asbestos concrete blocks from filter tanks 103 and 104, as well as to provide additional compensation for Contractor supervision of asbestos abatement subcontractor.

The Contractor is requesting to add ten (10) calendar days to the Contract Time associated with the removal and disposal of existing asbestos concrete block filter underdrain system.

- b. The West Bank A Plant Filter Upgrade Project requires that all materials in contact with the water supply meet ANSI/NSF 61 potable water requirements (Specification Section 02400, St. Charles Parish Department of Public Works Potable Water Specifications).

The concrete utilized in filter tanks 103 and 104 of the West Bank A Plant for the filter underdrain system (Item No. 11730-010 "Filter Underdrain System") does not meet ANSI/NSF 61 requirements.

In order to meet ANSI/NSF 61 requirements, the Contractor (Pintail Contracting Services, LLC) has requested to install a potable water tank lining over the concrete filter underdrain that meets ANSI/NSF 61 requirements (NovaGuard 840 two part epoxy coating).

Louisiana State Regulators have provided the St. Charles Parish Waterworks Department with guidance relative to the ANSI/NSF 61 standards. The Waterworks Department and the Contractor have determined that the filter tanks will be compliant with ANSI/NSF 61 standards if a suitable potable water tank lining is installed.

The St. Charles Parish Waterworks Department and the Contractor have determined that this is an unforeseen condition not included in Item No. 11730-010 "Filter Underdrain System".

Contract item No. 09096-026 is being added to the project for the Contractor to: provide an ANSI/NSF 61 compliant coating; sand/prepare concrete surfaces for coating installation in filter tanks 103 and 104; and install an ANSI/NSF 61 compliant coating in filter tanks 103 and 104. This item includes all labor, materials, equipment, tools, and incidentals required to install a potable water tank lining that meets ANSI/NSF 61 standards for potable water systems.

The Contractor is requesting to add forty-five (45) calendar days to the Contract Time associated with obtaining guidance from Louisiana State Regulators regarding ANSI/NSF 61 potable water

requirements; the complexity of finding a material that meets ANSI/NSF 61 potable water requirements; and the preparation/installation of an ANSI/NSF 61 compliant coating.

- c. The Contractor requested Substantial Completion as of April 21, 2023. As such, the Contractor is requesting to add one hundred and ninety-seven (197) calendar days to the Contract Time to account for delays associated with supply chain issues.

#### 4. Revise Work Item Quantities

##### Attachments:

Pintail Contracting Services, LLC – Change Order Request Form, No. 1

St. Charles Parish – Statement regarding discovery of asbestos blocks

Gill Industries, Ltd. – Asbestos Removal Proposal/Final Paid Invoice

Pintail Contracting Services, LLC – Payroll Verification

Pintail Contracting Services, LLC – Change Order Request Form, No. 2

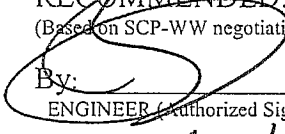
Pintail Contracting Services, LLC – Paid Invoice for NovaGuard 840 and Respirators

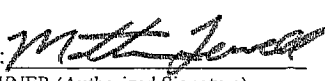
Pintail Contracting Services, LLC – Payroll Verification

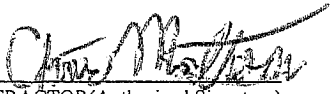
St. Charles Parish – Certificate of Substantial Completion

CHANGE IN CONTRACT PRICE:
Original Contract Price \$394,304.00
Net Increase (Decrease) from previous Change Orders No. - to - : \$0.00
Contract Price prior to this Change Order: \$394,304.00
Net increase (decrease) of this Change Order: \$14,539.95
Contract Price with all approved Change Orders: \$408,843.95

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: 120 days Ready for final payment: August 16, 2022 (days or dates)
Net change from previous Change Orders No. - to No. - : Substantial Completion: 0 days Ready for final payment: August 16, 2022 (days)
Contract Times prior to this Change Order: Substantial Completion: 120 days Ready for final payment: August 16, 2022 (days or dates)
Net increase (decrease) this Change Order: Substantial Completion: 252 days Ready for final payment: April 25, 2023 (days)
Contract Times with all approved Change Orders: Substantial Completion: 372 days Ready for final payment: April 25, 2023 (days or dates)

RECOMMENDED:  
(Based on SCP-WW negotiation)  
By:   
ENGINEER (Authorized Signature)  
Date: 10/23/23

APPROVED:  
By:   
OWNER (Authorized Signature)  
Date: 11/21/23

ACCEPTED:  
By:   
CONTRACTOR (Authorized Signature)  
Date: 10/25/23

Work Change Directive Form

Project: Westbank Filter A Rehab

Owner: St. Charles Parish Waterworks

Architect: Design Engineering, INC

Contractor: Pintail Contracting Services, LLC

Work Change Directive Form

Date

Submitted:

1

May 18, 2022

Description of Work: Asbestos Removal

Asbestos containing materials were found in the bottom of filters 103 and 104. This is an unforeseen condition and not included in the base bid. This change order requests reflects the cost to hire a professional asbestos abatement contractor to complete the removal of debris.

Pintail Labor	Hours	Rate	Total
Supervisor	4	47.25	\$189.00
			\$0.00
			\$0.00
			\$0.00
		Total	\$189.00
Material/Vendor	Unit	Cost	Total
			\$0.00
			\$0.00
			\$0.00
		Total	\$0.00
Subcontractor			Total
Gill Industries, Ltd	1	5,985.00	\$5,985.00
	0	0.00	\$0.00
		Total	\$5,985.00
	Job Subtotal		\$6,174.00
Contractors Margin on Self Performed Work - 15%			\$28.35
Contractors Margin on Subcontractor Work - 10%			\$598.50
	Total Change		\$6,800.85
Total Contract Days Added to Project Schedule	10 Days		

Gill Industries, Ltd.

1718 Engineers Rd Suite B  
Belle Chasse, LA 70037

SUB TO
Pinetree Contracting Services LLC
Payton Keller
15559 River Road
Luling, LA 70070

Invoice

DATE	INVOICE #
6/2/2022	22N936-1

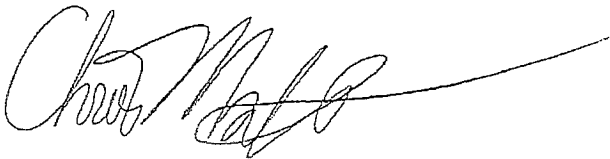
PROJECT		P.O. NO.	TERMS
LINE 10 - Luling Water Works			Net 60
DESCRIPTION	QTY	RATE	AMOUNT
Asbestos Abatement - Luling Water Works		5,985.00	5,985.00
<div>PAID</div>			

Please Remit Payment to:  
Gill Industries, Ltd.  
1718 Engineers Road  
Suite B  
Belle Chasse, LA 70037

Total	\$5,985.00
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Pintail Contracting Services, LLC  
Job Costs Detail  
All Transactions

Source Name	Type	Date	Num	Memo	Account	Amount
St Charles Parish Dept Of Waterworks						
West Bank A Plant Filter Upgrade						
Christopher R Matherene*	Check	11/10/2022	DD 10.31.22-11.6.22		66000 · Payroll Expenses	444.00
David Perry III *	Check	11/10/2022	DD 10.31.22-11.6.22		66000 · Payroll Expenses	695.68
Stuart L Rumby*	Check	11/10/2022	DD 10.31.22-11.6.22		66000 · Payroll Expenses	640.00
Adam Lorio*	Check	11/18/2022	DD 11.07.22-11.13.22		66000 · Payroll Expenses	378.00
Brady Young*	Check	11/18/2022	DD 11.07.22-11.13.22		66000 · Payroll Expenses	175.00
Christopher R Matherene*	Check	11/18/2022	DD 11.07.22-11.13.22		66000 · Payroll Expenses	499.50
Dane Wise*	Check	11/18/2022	DD 11.07.22-11.13.22		66000 · Payroll Expenses	711.00
David Perry III *	Check	11/18/2022	DD 11.07.22-11.13.22		66000 · Payroll Expenses	1,021.78
Quincy Simmons*	Check	11/18/2022	DD 11.07.22-11.13.22		66000 · Payroll Expenses	710.00
Rudy Friloux *	Check	11/18/2022	DD 11.07.22-11.13.22		66000 · Payroll Expenses	390.00
Stuart L Rumby*	Check	11/18/2022	DD 11.07.22-11.13.22		66000 · Payroll Expenses	1,040.00
Adam Lorio*	Check	11/25/2022	DD 11.14.22-11.20.22		66000 · Payroll Expenses	36.00
Christopher R Matherene*	Check	11/25/2022	DD 11.14.22-11.20.22		66000 · Payroll Expenses	111.00
David Perry III *	Check	11/25/2022	DD 11.14.22-11.20.22		66000 · Payroll Expenses	608.72
Quincy Simmons*	Check	11/25/2022	DD 11.14.22-11.20.22		66000 · Payroll Expenses	160.00
Rudy Friloux *	Check	11/25/2022	DD 11.14.22-11.20.22		66000 · Payroll Expenses	455.00
Stuart L Rumby*	Check	11/25/2022	DD 11.14.22-11.20.22		66000 · Payroll Expenses	560.00
						<u>8,635.68</u>
						<u>8,635.68</u>
						<u>8,635.68</u>



Work Change Directive Form

Project: Westbank Filter A

Owner: St. Charles Parish Waterworks

Work Change Directive Form2  
Date  
Submitted: September 15, 2022

Architect: DEI  
Contractor:Pintail Contracting Services, LLC

Description of Work: Provide and install Novaguard 840 epoxy coating for the floors in 2, 15'x12' filters. Sand and prep concrete for coating included. This product meets the NSF/ANSI 61 standard for potable water applications.

Pintail Labor	Hours	Rate	Total
3 Men	120	31.50	\$3,780.00
Supervisor	24	47.25	\$1,134.00
			\$0.00
			\$0.00
Total			\$4,914.00

Material/Vendor	Unit	Cost	Total
Novaguard 840	4	680	\$2,720.00
Respirators	4	100	\$400.00
			\$0.00
Total			\$3,120.00

Subcontractor	Total
	\$0.00
	\$0.00
	\$0.00
Total	\$0.00

Job Subtotal	\$8,034.00
Contractors Margin on Self Performed Work - 15%	\$ 1,205.10
Contractors Margin on Subcontractor Work - 10%	\$ -

Total Change	\$9,239.10
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Total Contract Days Added to Project Schedule	80 Days
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13559 River Road  
 Luling, LA 70030  
 Ph: 985-308-1002

Date: 09/05/23

**West Bank A Plant Filter Upgrades**

In regards to Change Order #2 for Project No. WWKS97 West Bank A Plant Filter Upgrades, Pintail Contracting Services, LLC purchased 4 kits of PPG Novaguard 840 last October to complete a Change Order directed by the Owner and Engineer of this project. Pintail purchased 1 kit at a price of \$764.39 on October 03, 2022 and purchased 3 additional kits on October 20, 2022 at a price of \$2,293.17 in order to complete the scope of work. Both receipts are attached to this letter as back up documentation.

Thank you,

Chris Matherne, Project Manager

**504 PAINTS**  
1900 US 51 LAPLACE  
LAPLACE, LA 70068  
5047823431

Cashier: jessica r.  
03-Oct-2022 7:01:30A

1 PPG Novaguard 840 \$1,049.99  
5 G Kit  
\$350.00 Off -\$350.00

<b>Subtotal</b>		<b>\$699.99</b>
sales tax	9.2%	\$64.40
<b>Total</b>		<b>\$764.39</b>

Online: <https://clover.com/r/N7DQQ8F2DJAG6>

Clover ID: N7DQQ8F2DJAG6

Clover Privacy Policy  
<https://clover.com/privacy>

**504 PAINTS**  
1900 US 51 LAPLACE  
LAPLACE, LA 70068  
5047823431

Cashier: jessica r.  
20-Oct-2022 12:51:12P

3 PPG Novaguard 840 \$3,149.97  
5 G Kit  
\$350.00 Off -\$1,050.00

<b>Subtotal</b>		<b>\$2,099.97</b>
sales tax	9.2%	\$193.20
<b>Total</b>		<b>\$2,293.17</b>

Online: <https://clover.com/r/JHP7QMJMN6SCC>

Clover ID: JHP7QMJMN6SCC

Clover Privacy Policy  
<https://clover.com/privacy>

2023-0310

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

ORDINANCE NO. 23-11-12

An ordinance approving and authorizing the execution of Amendment No. 1 to a Professional Services Agreement with Alpha Testing and Inspection, Inc., for additional testing services for the Hydraulic Bottleneck Near Destrehan P.S. No. 2 (Project No. P190507), in the not to exceed amount of \$19,000.00.

WHEREAS, Ordinance No. 19-7-1 adopted on July 1, 2019, by the St. Charles Parish Council, approved and authorized the execution of a Professional Services Agreement with Evans-Graves Engineers, Inc., for providing all necessary professional engineering services for a project that improves conveyance capacity in a canal in the vicinity of Hydraulic Bottleneck Near Destrehan P.S. No. 2 (Project No. P190507), in the not to exceed amount of \$105,160.00; and,

WHEREAS, Ordinance No. 22-12-7 adopted on December 5, 2022, by the St. Charles Parish Council, approved and authorized the execution of a Contract with Cycle Construction Company, LLC, for construction services for the Hydraulic Bottleneck Near Destrehan P.S. No. 2 (Project No. P190507), in the amount of \$2,264,960.00; and,

WHEREAS, Ordinance No. 23-5-2 adopted on May 8, 2023, by the St. Charles Parish Council, approved and authorized the execution of a Professional Services Agreement with Alpha Testing and Inspection, Inc., to perform testing services for Hydraulic Bottleneck Near Destrehan P.S. No. 2 (Project No. P190507), in the not to exceed amount of \$26,000.00; and,

WHEREAS, due to unforeseen circumstances the project has been extended and therefore testing services must be extended as well, as sheet pile driving is the main scope of work of the project and vibration monitoring is required every day pile driving occurs; and,

WHEREAS, St. Charles Parish and Alpha Testing and Inspection, Inc., have mutually agreed upon a not to exceed fee of \$19,000.00 to complete the work, bringing the total contract value to \$45,000.00.

**THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:**

**SECTION I.** That Amendment No. 1 to the Professional Services Agreement with Alpha Testing and Inspection, Inc., for additional testing services for the Hydraulic Bottleneck Near Destrehan P.S. No. 2 project (Project No. P190507), in the total amount of \$19,000.00, to increase the overall contract value to \$45,000.00, is hereby approved and accepted.

**SECTION II.** That the Parish President is hereby authorized to execute said Amendment 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, BELLOCK, FISHER, FISHER-CORMIER

NAYS: NONE

ABSENT: GIBBS, DUFRENE

And the ordinance was declared adopted this 20th day of November, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Bellino  
SECRETARY: Michelle Lapostole  
DLVD/PARISH PRESIDENT: November 21, 2023  
APPROVED: ✓ DISAPPROVED: \_\_\_\_\_

PARISH PRESIDENT: Matthew Jewell  
RETD/SECRETARY: November 21, 2023  
AT: 3:38 pm RECD BY: [Signature]

**AMENDMENT NO. 1  
TO  
PROFESSIONAL SERVICES AGREEMENT  
FOR HYDRAULIC BOTTLENECK NEAR  
DESTREHAN P.S. NO. 2**

THIS AMENDMENT NO. 1 is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2023;

BY AND BETWEEN:

**ST. CHARLES PARISH**, represented herein by its duly authorized Parish President, Matthew Jewell, (hereafter sometimes referred to as "OWNER"), and

**ALPHA TESTING AND INSPECTION, INC.**, represented herein by Michael A. Devillier, duly authorized by Corporate Resolution attached hereto (hereafter sometimes referred to as "CONSULTANT"):

WHEREAS, On July 1, 2019, the St. Charles Parish Council adopted Ordinance No. 19-7-1 to authorize an Agreement between St. Charles Parish and Evans-Graves Engineers, Inc., to perform engineering services for the Hydraulic Bottleneck Near Destrehan P.S. No. 2 (Project No. P190507), in the not to exceed amount of \$105,160.00; and,

WHEREAS, On December 5, 2022, the St. Charles Parish Council adopted Ordinance No. 22-12-7 to authorize an Agreement between St. Charles Parish and Cycle Construction Company, LLC, for construction services for the Hydraulic Bottleneck Near Destrehan P.S. No. 2 (Project No. P190507), in the amount of \$2,264,960.00; and,

WHEREAS, On May 8, 2023, the St. Charles Parish Council adopted Ordinance No. 23-5-2 to authorize an Agreement between St. Charles Parish and Alpha Testing and Inspection, Inc., for testing services for Hydraulic Bottleneck Near Destrehan P.S. No. 2 (Project No. P190507), in the not to exceed amount of \$26,000.00; and,

WHEREAS, due to unforeseen circumstances the project has been extended and therefore testing services must be extended as well, as sheet pile driving is the main scope of work of the project and vibration monitoring is required every day pile driving occurs; and,

WHEREAS, St. Charles Parish and Alpha Testing and Inspection, Inc. have mutually agreed upon a not to exceed fee of \$19,000.00 to complete the work, bringing the total contract value to \$45,000.00.

**ATTACHMENT "C" PROJECT COMPENSATION**

**Delete entire Attachment "C" and replace with the attached.**

THUS DONE AND SIGNED in the presence of the undersigned competent witnesses, on this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Witnesses:

Kayla Wray

Billy Raymond

ST. CHARLES PARISH

By: Math Jewell  
Matthew Jewell  
Parish President

Date: 11/21/23

ALPHA TESTING AND INSPECTION,  
INC.

\_\_\_\_\_

By: \_\_\_\_\_  
Michael A. Devillier  
President

\_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT "C" – AMENDMENT NO.1  
PROJECT COMPENSATION**

HYDRAULIC BOTTLENECK NEAR DESTREHAN P.S. NO. 2  
Project No. (P190507)

OWNER shall pay CONSULTANT on a Not to Exceed basis for Basic Services set forth in Attachment A as follows:

- a. The total compensation for vibration monitoring and soil testing services as described in Attachment A is estimated to be \$45,000.00.
- b. The amounts billed for CONSULTANT's services under this Agreement will be based on the cumulative hours charged to the Project during the billing period by each class of CONSULTANT's employees times Standard Hourly Rates for each applicable billing class.
- c. The Standard Hourly Rates charged by CONSULTANT constitute full and complete compensation for CONSULTANT's services, including labor costs, overhead, and profit.
- d. CONSULTANT's Standard Hourly Rates are attached to this Agreement as Revised Attachment C-1.

**ALPHA TESTING AND INSPECTION, INC.**

338 HIGHWAY 3160, HAHNVILLE, LOUISIANA 70057 TEL: 985-783-0771 FAX: 985-783-0774



March 1, 2023  
Revised October 23, 2023

St. Charles Parish  
Department of Public Works  
100 River Oaks Drive  
Destrehan, LA 70047  
Attn: Ms. Andre R. Ford, P.E.

Re: Hydraulic Bottleneck  
Near Destrehan P.S No.2  
St. Charles Parish, LA

Dear Gentlemen:

We submit, herewith, our schedule of fees covering testing laboratory services on the above referenced project.

**1. Vibration Monitoring:**

- a.) Services of Technician and Equipment (one monitor)  
To perform vibration monitoring during sheet pile driving, Rate/Hour \$ 50.00
- b.) Transportation charge, Rate/Trip \$ 50.00

**2. Soil Testing – Laboratory:**

- a.) Liquid Limit, Plastic Limits & Plasticity Index, Each \$ 75.00
- b.) Moisture Density Relationship Test (Proctor), Each \$ 150.00

**3. Soil Testing – Field:**

- a.) Services of Technician to visit project site and make field  
Density tests – Nuclear Method 12” Maximum Depth,  
Rate/Each \$ 50.00
- b.) In place density tests (Nuclear Method), Each \$ 15.00
- c.) Transportation charge, Rate/Trip \$ 50.00

St. Charles Parish  
Department of Public Works  
Attn: Ms. Andre R. Ford, P.E

4. Sampling Charge:

a.) Services of Technician to sample materials for laboratory Testing, Rate/Hour	\$ 50.00
b.) Transportation charge, Rate/Trip	\$ 50.00

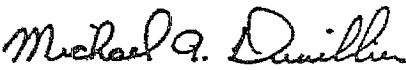
Estimated Job Cost                      \$45,000.00

NOTE: Travel time is portal to portal. There is a ½ day minimum charge for any call out for inspection. Overtime hours are charged at 1 ½ times regular rate for all hours worked in excess of 8 hours per day, Mondays through Fridays, and for all hours worked on Saturdays, Sundays and holidays.

We thank you for the opportunity of quoting you for these services. Your selection of Alpha Testing and Inspection, Inc. to perform these services will be appreciated.

Yours very truly,

ALPHA TESTING & INSPECTION, INC.



Michael A. Devillier  
President

# ALPHA TESTING AND INSPECTION, INC.

338 HIGHWAY 3160, HAHNVILLE, LOUISIANA 70057 TEL: 985-783-0771 FAX: 985-783-0774



## CERTIFICATE OF CORPORATE RESOLUTION AUTHORIZING ENTERPRISE PROJECT APPLICATION

I, Michael A. Devillier, President of Alpha Testing and Inspection, Inc., organized and existing under the laws of Louisiana and having its principal place of business at 338 Highway 3160 Hahnville, LA 70057, hereby certify that the following is a true copy of a resolution adopted by the Board of Directors of the Corporation at a meeting convened and held on January 1, 2023 at which a quorum was present and voting throughout and that such resolution is now in full force and effect and is in accordance with the provisions of the charter and by-laws of the Corporation.

RESOLVED: That the President or Vice President of the Corporation is hereby authorized to sign on behalf of the Corporation any contracts or forms for the Enterprise Project Application;

RESOLVED FURTHER: That the President or Vice President are hereby authorized and directed to certify to any interested party that this resolution has been duly adopted, is in full force and effect, and is in accordance with the provisions of the charter and by-laws of the Corporation.

I further certify that this Corporation is duly organized and existing, and has the power to take the action called for by the foregoing resolution.

### DIRECTORS

<u>Michael A. Devillier</u>	<u>4/4/23</u>
President	Date
<u>Brad Oill</u>	<u>4/4/23</u>
Vice President	Date

2023-0311

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

ORDINANCE NO. 23-11-13

An ordinance approving and authorizing the execution of a Contract with Cycle Construction Company, L.L.C., for Engineer's Canal Phase 1 Bank Stabilization (Project No. P190301) in the amount of \$1,405,350.00.

WHEREAS, Ordinance No. 19-3-9 adopted on March 25, 2019, by the St. Charles Parish Council, approved and authorized the execution of a Professional Services Agreement with Shread-Kuyrkendall & Associates, Inc., for providing all necessary professional engineering services for an approximately 4,100-foot sheet pile wall along the southeastern-side of Engineer's Canal for Engineer's Canal Bank Stabilization (Project No. P190301), in the not to exceed amount of \$300,554.00; and,

WHEREAS, sealed bids were received by St. Charles Parish on October 3, 2023, for Engineer's Canal Phase 1 Bank Stabilization (Project No. P190301); and,

WHEREAS, Shread-Kuyrkendall & Associates, Inc. has reviewed the bids and recommends that the Contract be awarded to the low bidder, Cycle Construction Company, L.L.C., in the amount of \$1,405,350.00.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the bid of Cycle Construction Company, L.L.C., for the construction of Engineer's Canal Phase 1 Bank Stabilization (Project No. P190301) is hereby approved and accepted in the amount of \$1,405,350.00.

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, BELLOCK,  
FISHER, FISHER-CORMIER  
NAYS: NONE  
ABSENT: GIBBS, DUFRENE

And the ordinance was declared adopted this 20th day of November, 2023 to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Beth Billings  
SECRETARY: Michelle Depastato  
DLVD/PARISH PRESIDENT: November 21, 2023  
APPROVED: ☒ DISAPPROVED: ☐

PARISH PRESIDENT: Matthew Jewell  
RETD/SECRETARY: November 21, 2023  
AT: 3:38pm RECD BY: [Signature]

SECTION 00500

CONTRACT

This agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, by Cycle Construction Company, L.L.C., hereinafter called the "Contractor", whose business address is 6 E. 3<sup>rd</sup> St., Kenner, LA 70062, 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: ENGINEER'S CANAL PHASE 1 BANK STABILIZATION  
Project Number: P190301

- 1.01.1 The abovementioned work shall be completed in strict accordance with Contract Documents prepared by: Shread-Kuyrkendall & Associates, Inc.
- 1.02 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 March 2023, Addenda number(s) 1, 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.
- 1.02.1 The Work is generally described as follows: Install a new sheet pile bulkhead along Engineer's Canal.

## ARTICLE 2

### ENGINEER

- 2.01 The Project has been designed by Shread-Kuyrkendall & Associates, 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 the Work under the Contract within 180 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 and no/100 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) (\$1,405,350.00) One million, four hundred five thousand, three hundred fifty and no/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 1 inclusive)
- h) Contract documents bearing the general title "ENGINEER'S CANAL PHASE 1 BANK STABILIZATION" dated March 2023.
- i) Drawings, consisting of a cover sheet dated March 2023 and the sheets listed on Drawing Title ; each sheet bearing the following general title: ENGINEER'S CANAL PHASE 1 BANK STABILIZATION
- 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:

Cycle Construction Company, LLC

By: 

Jonathan N. Kernion, Jr.

Title: Vice President

ATTEST:

By: 

Betty Odinet

Title: Contract Administrator

2023-0312

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

ORDINANCE NO. 23-11-14

An ordinance approving and authorizing the execution of a Contract with APC Construction, LLC, for Des Allemands Phase 1 Bulkhead (Project No. P210601) in the amount of \$6,226,996.00.

WHEREAS, Ordinance No. 21-8-13 adopted on August 23, 2021, by the St. Charles Parish Council, approved and authorized the execution of a Professional Services Agreement with All South Consulting Engineers, LLC., to perform engineering services for Des Allemands Bulkhead (Project No. P210601), in the amount not to exceed \$404,707.00; and,

WHEREAS, Ordinance No. 22-1-8 adopted on January 24, 2022, by the St. Charles Parish Council, approved and authorized the execution of a Contract with APC Construction, LLC, to perform construction services for Des Allemands Emergency Bulkhead (Project No. P210601), in the amount of \$1,908,019.20; and,

WHEREAS, Ordinance No. 22-3-6 adopted on March 7, 2022, by the St. Charles Parish Council, approved and authorized the execution of Amendment No. 1 to Ordinance 21-8-13, which approved the Professional Services Agreement with All South Consulting Engineers, LLC, to perform engineering services for the Des Allemands Bulkhead (Parish Project No. P210601), to increase the overall design contract by \$322,238.00, bringing the overall contract value to \$726,945.00; and,

WHEREAS, Ordinance No. 22-9-4 adopted on September 19, 2022, by the St. Charles Parish Council, approved and authorized the execution of Change Order No. 1 to the Contract for Des Allemands Emergency Bulkhead (Project No. P210601), decreasing the overall contract by \$135,101.22 and 36 calendar days, resulting in an overall contract value of \$1,772,917.98 and 144 calendar days; and,

WHEREAS, Ordinance No. 23-10-5 adopted on October 9, 2023, by the St. Charles Parish Council, approved and authorized the execution of a Professional Services Agreement with Alpha Testing and Inspection, Inc., to perform testing services for Des Allemands Bulkhead (Project No. P210601), in the not to exceed amount of \$57,000.00; and,

WHEREAS, sealed bids were received by St. Charles Parish on October 24, 2023, for Des Allemands Phase 1 Bulkhead (Project No. P210601); and,

WHEREAS, All South Consulting Engineers, LLC has reviewed the bids and recommends that the Contract be awarded to the lowest responsive and responsible bidder, APC Construction, LLC, in the amount of \$6,226,996.00.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the bid of APC Construction, LLC, for the construction of Des Allemands Phase 1 Bulkhead (Project No. P210601) is hereby approved and accepted in the amount of \$6,226,996.00.

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, BELLOCK,  
FISHER, FISHER-CORMIER  
NAYS: NONE  
ABSENT: GIBBS, DUFRENE

And the ordinance was declared adopted this 20th day of November, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]  
SECRETARY: [Signature]  
DLVD/PARISH PRESIDENT: November 21, 2023  
APPROVED: [Signature] DISAPPROVED:                     

PARISH PRESIDENT: [Signature]  
RETD/SECRETARY: November 21, 2023  
AT: 3:38 pm RECD BY: [Signature]

## SECTION SCP-E-00500

### CONTRACT

This agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by APC Construction, LLC, hereinafter called the "Contractor", whose business address is 1910 Peters Road, Harvey, LA 70058, 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: Des Allemands Phase 1 Bulkhead

Project Number: 210601

- 1.02 The abovementioned work shall be completed in strict accordance with Contract Documents prepared by: All South Consulting Engineers, LLC located at 652 Papworth Ave., Metairie, Louisiana 70005
- 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 28, 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: The Base Bid is comprised of installing a permanent steel sheet pile bulkhead; select demolition and replacement of existing structures; excavation; backfill; installation of aluminum stop logs; and miscellaneous necessary work to construct the project as described in the plans and specifications. The project includes one Alternate (Crab Shack Alternative 1) which is comprised of installing a permanent sheet pile bulkhead; removal and replacement of concrete; installation of aluminum stop logs; and miscellaneous necessary work to construct the Alternative as described in plans and specifications.

## ARTICLE 2

### ENGINEER

- 2.01 The Project has been designed by All South Consulting Engineers, LLC 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 180 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 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:
- a) (\$ 6,226,996.00 ) Six Million, Two Hundred Twenty-Six Thousand, Nine Hundred Ninety-Six 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 "Des Allemands Phase 1 Bulkhead" dated August 28, 2023
- i) Drawings, consisting of a cover sheet dated August 28, 2023 and the sheets listed on Drawing No. 1; each sheet bearing the following general title: Des Allemands Phase 1 Bulkhead
- 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:  \_\_\_\_\_ Keith Porta

Title: Managing Member

ATTEST:

By:  \_\_\_\_\_ Jacque Ballay

Title: Executive Vice President

END OF SECTION

2023-0320

INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT

RESOLUTION NO. 6735

A resolution supporting Keep Louisiana Beautiful, Inc. Organization in the Parish of St. Charles, State of Louisiana and establishing a Keep St. Charles Parish Beautiful Committee.

WHEREAS, the Parish of St. Charles, State of Louisiana (the "Parish") desires to improve the physical quality of community life; and,

WHEREAS, a clean environment contributes to the emotional, physical, and economic well-being of our citizens; and,

WHEREAS, the Affiliate Program, developed by Keep Louisiana Beautiful, Inc. will assist greatly in reducing the improper handling of waste, and thereby reduce litter; and,

WHEREAS, Keep St. Charles Parish Beautiful will be a formal committee with bylaws and accountable to the Parish President; and,

WHEREAS, the Keep St. Charles Parish Beautiful committee will elect its board members.

NOW, THEREFORE, BE IT RESOLVED that the St. Charles Parish Council, acting as the governing authority of the Parish hereby establishes the Keep St. Charles Parish Beautiful Committee ("Committee") and endorses the Committee's affiliation with Keep Louisiana Beautiful, Inc.

BE IT FURTHER RESOLVED the committee shall be comprised of no less than five members appointed by the St. Charles Parish President, plus one seat for each Councilmember At-Large to appoint a community member at their discretion.

BE IT FURTHER RESOLVED the committee shall develop and maintain priorities for the Parish regarding the litter reduction, waste reduction, and community beautification guidelines of Keep Louisiana Beautiful, Inc.

This resolution having been submitted to a vote, the vote thereon was as follows:

YEAS: BILLINGS, FONSECA, DARENSBOURG GORDON, CLULEE, BELLOCK, FISHER, FISHER-CORMIER

NAYS: NONE

ABSENT: GIBBS, DUFRENE

And the resolution was declared adopted on this 20th day of November, 2023, to become effective immediately upon adoption.

CHAIRMAN:

Bill Bellings

SECRETARY:

TV Nicholls Supastato

DLVD/PARISH PRESIDENT:

November 21, 2023

APPROVED:

☒

DISAPPROVED:

PARISH PRESIDENT:

Matthew Jewell

RETD/SECRETARY:

November 21, 2023

AT:

3:38 pm

RECD BY:

[Signature]