

2022-0238

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

ORDINANCE NO. 22-9-5

An ordinance approving and authorizing the execution of Change Order No. 1 for the Mimosa and Lagatutta Drainage Improvements, (Project No. P090904), to decrease the contract amount by \$48,506.38 and increase contract time by 41 days.

WHEREAS, Ordinance No. 09-11-2 adopted November 2, 2009, by the St. Charles Parish Council, approved and authorized the execution of a Professional Services Contract with Bucharth Horn, Inc. to provide all necessary professional engineering services for the Mimosa and Lagatutta Drainage Improvements Project, Project No. P090904; and,

WHEREAS, Ordinance No. 15-1-8 adopted January 26, 2015, by the St. Charles Parish Council, approved and authorized the execution of a contract with Industrial & Mechanical Contractors, Inc. for the Mimosa Drainage Improvements Project, Project No. P090904, with bid in the amount of \$735,156.50; and,

WHEREAS, Ordinance No. 22-1-6 adopted January 24, 2022, by the St. Charles Parish Council, approved and authorized the Parish President to make full and final settlement in the matters entitled "*Industrial and Mechanical Contractors, Inc. vs. St. Charles Parish*", 29th Judicial District Court of St. Charles Parish, Docket No. 84,056 consolidated with "*St. Charles Parish vs. Industrial and Mechanical Contractors, Inc., et al*", 29th Judicial District Court of St. Charles Parish, Docket No. 84,689; and,

WHEREAS, it is necessary to amend the contract to adjust the original contract quantities with final contract quantities, resulting in a decrease to the contract amount by \$127,506.38, and an increase to the contract time by 41 days; and,

WHEREAS, it is necessary to amend the contract to account for the amount of the final settlement, resulting in an increase to the contract amount by \$79,000.00.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Change Order No.1 for Mimosa and Lagatutta Drainage Improvements, (Project No. P090904), to decrease the contract amount by \$48,506.38 and increase the contract time by 41 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, CLULEE, GIBBS, DUFRENE, FISHER, FISHER-CORMIER

NAYS: NONE

ABSENT: DARENSBOURG GORDON, BELLOCK

And the ordinance was declared adopted this 19th day of September, 2022, to become effective five (5) days after this publication in the official journal.

CHAIRMAN: *Bob Fisher*
SECRETARY: *Michelle Dupontato*
DLVD/PARISH PRESIDENT: *September 20, 2022*
APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: *Matthew Jewell*
RETD/SECRETARY: *September 21, 2022*
AT: *7:35am* RECD BY: *(Signature)*

RECORDED IN THE ST. CHARLES PARISH
CLERK OF COURT OFFICE

ON *9/21/22*

AS ENTRY NO. *471036*

IN MORTGAGE/CONVEYANCE BOOK

NO. *2013* FOLIO *501*

CHANGE ORDER

DATE OF ISSUANCE 9/20/2022

EFFECTIVE DATE 9/20/2022

OWNER St. Charles Parish

CONTRACTOR Industrial & Mechanical Contractors, Inc.

Contract: P090904

Project: Mimosa and Lagatutta Drainage Improvements

OWNER's Contract No. P090904

ENGINEER's Contract No. 76741-01

ENGINEER Buchart Horn, Inc.

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

Description:

1. Delete the Following Work Items:

- a. Contract Item #705-06-00300: Chain Link Fence (6-Foot Height)
Delete item in its entirety. (-\$2,070.00)
- b. Contract Item #705-08-03040: 8' Double Gates for Chain-Link Fence
Delete item in its entirety. (-\$ 1,030.00)
- c. Contract Item #10100-01: Relocation of Infrastructure Items (Allowance)
Delete item in its entirety. (-\$35,000.00)
- d. Contract Item #S-001: Temporary Erosion & Sediment Control
Delete item in its entirety. (-\$ 1,500.00)
- e. Contract Item #S-003: Abandon Existing Storm Drain & Fill w/ Flowable Fill
Delete item in its entirety. (-\$1,875.00)
- f. Contract Item #S-007: Impact Bollard
Delete item in its entirety. (-\$ 1,400.00)

Total of Deducted Items = (-\$42,875.00)

2. Add the Following Work Items:

- a. New Contract Item #X-101: Court Settlement (Payment from St. Charles Parish to Contractor)
Addition of \$109,000.00 (L.S.). See attached Court Settlement for details.
- b. New Contract Item #X-102 Court Settlement (Payment from Subcontractor to St. Charles Parish)
Subtraction of \$30,000.00 (L.S.). See attached Court Settlement for details.
- c. New Contract Item #X-103: Removal of Retainage (5%) on Total Completed and Stored to Date
(\$639,631.72)
Subtraction of \$ 31,981.60 (L.S.)

Total of Added Work Items = (+\$47,018.40)

3. Revise the Following Work Item Quantities:

- a. Contract Item #201-01-00100: Clearing and Grubbing
The quantity is to be changed to 0.626144 LS. (-\$ 1,372.80)
- b. Contract Item #302-02-02000: Class II Base Course (6" Thick)
The quantity is to be changed to 10 SY. (-\$ 22,572.00)
- c. Contract Item #701-03-01100: Storm Drain Pipe (48" PP)
The quantity is to be changed to 792 LF. (-\$ 4,284.29)
- d. Contract Item #702-02-00400: Manhole (R-CB-11)
The quantity is to be changed to 5 EA. (-\$ 1,701.44)

- e. Contract Item #711-01-05000: RipRap (10 Lb. 24" Thick) (Discharge Outfall)
The quantity is to be changed to 30 SY. (-\$ 4,004.00)
 - f. Contract Item #714-01-00700: Slab Sod (Centipede)
The quantity is to be changed to 970 SY. (-\$ 1,467.00)
 - g. Contract Item #726-01-00100: Bedding Material (#6 10 Stone)
The quantity is to be changed to 141 CY. (-\$ 323.30)
 - h. Contract Item #727-01-00100: Mobilization
The quantity is to be changed to .85 LS. (-\$ 9423.30)
 - i. Contract Item #16000-012: Electrical Controls for 75HP Pumps
The quantity is to be changed to .95 LS. (-\$ 7,501.65)
- Total of Change in Work Items Quantity = (-\$52,649.78)

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

1. Deleted Work Items
 - a. No quantities were billed for through invoice Number 9, the last paid invoice to the Contractor.
 - b. No quantities were billed for through invoice Number 9, the last paid invoice to the Contractor.
 - c. No quantities were billed for through invoice Number 9, the last paid invoice to the Contractor.
 - d. No quantities were billed for through invoice Number 9, the last paid invoice to the Contractor.
 - e. No quantities were billed for through invoice Number 9, the last paid invoice to the Contractor.
 - f. No quantities were billed for through invoice Number 9, the last paid invoice to the Contractor.
2. Add Work Items
 - a. Amount paid to Contractor from St. Charles Parish as a result of the settlement agreement.
 - b. Amount paid to St. Charles Parish from Subcontractor as a result of the settlement agreement.
 - c. Amount of retainage not paid to the contractor for items completed and stored.
3. Revise Work Item Quantities
 - a. Reconciling final quantities.
 - b. Reconciling final quantities.
 - c. Reconciling final quantities.
 - d. Reconciling final quantities.
 - e. Reconciling final quantities.
 - f. Reconciling final quantities.
 - g. Reconciling final quantities.
 - h. Reconciling final quantities.
 - i. Reconciling final quantities.

Attachments: Settlement Agreement
Invoice #9, last paid to Contractor (used for balancing final quantities)

CHANGE IN CONTRACT PRICE:
Original Contract Price \$ <u>735,156.50</u>
Net Increase (Decrease) from previous Change Orders No. ___ to ___: \$ <u>N/A</u>
Contract Price prior to this Change Order: \$ <u>735,156.50</u>
Net increase (decrease) of this Change Order: \$ <u>48,506.38</u>
Contract Price with all approved Change Orders: \$ <u>686,650.12</u>

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: <u>180 calendar days</u> Ready for final payment: _____ (days or dates)
Net change from previous Change Orders No. ___ to No. ___: Substantial Completion: <u>N/A</u> Ready for final payment: _____ (days)
Contract Times prior to this Change Order: Substantial Completion: <u>180 calendar days</u> Ready for final payment: _____ (days or dates)
Net increase (decrease) this Change Order: Substantial Completion: <u>41 days</u> Ready for final payment: _____ (days)
Contract Times with all approved Change Orders: Substantial Completion: <u>221 calendar days</u> Ready for final payment: _____ (days or dates)

RECOMMENDED:

By: C. Z. Kenney
ENGINEER (Authorized Signature)

Date: 08/08/2022

APPROVED:

By: Matt Jewell
OWNER (Authorized Signature)

Date: 9/20/22

ACCEPTED:

By: _____
CONTRACTOR (Authorized Signature)

Date: _____

SECTION 00806

CHANGE ORDER

No. 1

DATE OF ISSUANCE 9/28/2022

EFFECTIVE DATE 9/20/2022

OWNER St. Charles Parish

CONTRACTOR Industrial & Mechanical Contractors, Inc.

Contract: P090904

Project: Mimosa and Lagatutta Drainage Improvements

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Contract Times with all approved Change Orders: Substantial Completion: <u>221 calendar days</u> Ready for final payment: _____ (days or dates)

RECOMMENDED:

By: *C.L. King*
ENGINEER (Authorized Signature)

Date: 05/20/22

APPROVED:

By: *Math Justice*
OWNER (Authorized Signature)

Date: 9/20/22

ACCEPTED:

By: *Handwritten Signature*
CONTRACTOR (Authorized Signature)

Date: 7/6/22

2021-0336

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

ORDINANCE NO. 22-1-6

An ordinance to authorize the Parish President to make full and final settlement in the matters entitled "*Industrial and Mechanical Contractors, Inc. vs. St. Charles Parish*", 29th Judicial District Court of St. Charles Parish, Docket No. 84,056 consolidated with "*St. Charles Parish vs. Industrial and Mechanical Contractors, Inc., et al*", 29th Judicial District Court of St. Charles Parish, Docket No. 84,689.

WHEREAS, St. Charles Parish entered into a construction project with Industrial and Mechanical Contractors, Inc. (IMC) for the improvements to the Mimosa area drainage system, Project No. P090904; and,

WHEREAS, St. Charles Parish and IMC became engaged in litigation involving the project; and,

WHEREAS the litigation eventually involved IMC's subcontractor, IMC's bonding company and Buchart Horn, Inc., the engineering firm; and,

WHEREAS, the litigation resulted in claims by and between IMC and St. Charles Parish, St. Charles Parish and IMC and its surety, Travelers Casualty and Surety Company of America; and,

WHEREAS, the project was eventually completed by St. Charles Parish; and,

WHEREAS, all parties have agreed to resolve all claims with St. Charles receiving a total of \$240,000.00 from Buchart Horn, Inc and IMC's subcontractors, and paying IMC the sum of \$109,000.00, in full and final settlement by, between and among the parties.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That full Release, Indemnity and Settlement of the litigation entitled "*Industrial and Mechanical Contractors, Inc. vs. St. Charles Parish*", 29th Judicial District Court of St. Charles Parish, Docket No. 84,056 consolidated with "*St. Charles Parish vs. Industrial and Mechanical Contractors, Inc., et al*", 29th Judicial District Court of St. Charles Parish, Docket No. 84,689 is hereby approved and accepted.

SECTION II. That the Parish President is hereby authorized to execute a Release, Indemnity and Settlement Agreement.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

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

NAYS: NONE

ABSENT: GIBBS, DUFRENE, FISHER-PERRIER

And the ordinance was declared adopted this 24th day of January, 2022, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Fisher

SECRETARY: Michelle Spadato

DLVD/PARISH PRESIDENT: January 25, 2022

APPROVED: DISAPPROVED:

PARISH PRESIDENT: Matthew Jewell

RETD/SECRETARY: January 25, 2022

AT: 2:15 pm RECD BY: [Signature]

RELEASE, INDEMNITY AND SETTLEMENT AGREEMENT

This Release, Indemnity and Settlement Agreement (the "Agreement") is made and entered into by and among the parties listed below (collectively, the "Parties", or individually "Party"):

1. St. Charles Parish (the "Parish");
2. Industrial and Mechanical Contractors, Inc. ("IMC");
3. Travelers Casualty and Surety Company of America ("Travelers");
4. Buchart Horn, Inc., ("BHI"); and
5. E & T Construction, Inc. ("E&T").

WHEREAS, the effective date of this Agreement (the "Effective Date") shall be the last calendar day on which this Agreement has been executed by all of the Parties;

WHEREAS, on or about November 2, 2009, BHI entered into an agreement with the Parish to provide professional engineering services ("Engineering Agreement") for the design of drainage improvements in the Mimosa Park Subdivision, Luling, Louisiana (the "Project");

WHEREAS, on or about February 4, 2015, the Parish entered into a construction contract ("Construction Contract") with the general contractor, IMC, to construct the Project in accordance with the drawings and specifications prepared by BHI;

WHEREAS, in accordance with the Construction Contract and the Louisiana Public Works Act, Travelers, as surety, issued Payment and Performance Bonds No. 106110548 ("Bonds") for the Project, naming IMC, as principal, and the Parish, as Obligee, with a penal sum in the amount of \$735,156.50;

WHEREAS, as a condition precedent to Travelers's issuance of Payment and Performance Bonds No. 106110548, IMC, as Indemnitor, executed a General Agreement of Indemnity ("GAI") in favor of Travelers, as Indemnitee.

WHEREAS, IMC entered into a subcontract with E&T, whereby E&T agreed to provide certain materials, labor and supervision to install certain 48" diameter subsurface pipe to convey stormwater to a pumping station (the "Pipe") in connection with the Project ("Subcontract");

WHEREAS, the Parish authorized BHI to provide a resident project representative during construction activities amending the Engineering Agreement and BHI did provide a resident project representative to be present when IMC performed work on the Project;

WHEREAS, after the installation of the Pipe, it was discovered that certain lengths of the Pipe had deformed in excess of the manufacturer's allowance and the Parish rejected as non-conforming the Pipe as installed on the Project;

WHEREAS, the Parish withheld certain payments to IMC based upon the non-conforming Pipe;

WHEREAS, IMC sought change orders to the construction contract to adjust the contract cost and time associated with other work and delays that arose during the Project;

WHEREAS, after IMC refused to correct the non-conforming work without the issuance of a change order, the Parish removed the deformed Pipe and installed replacement pipe with its own forces on the Project;

WHEREAS, the Parish did not record a notice of substantial completion for the Project, but has operated the pump station since completion;

WHEREAS, on or about January 16, 2018, IMC instituted a proceeding styled *Industrial and Mechanical Contractors, Inc. versus St. Charles Parish*, Parish of St. Charles, Docket No. 84,056, pending before the 29th Judicial District Court of St. Charles Parish, Louisiana (the "IMC Litigation");

WHEREAS, IMC alleges the breach of contract of the Parish in its failure to pay the remaining contract balance and approve change orders for extra work performed and compensable delays and the improper rejection of the deformed Pipe as non-conforming on the Project;

WHEREAS, the Parish filed an answer in the IMC Litigation generally denying that its actions or inactions caused or contributed to IMC's alleged damages or that it breached its contract with IMC;

WHEREAS, on or about June 1, 2018, the Parish instituted a separate proceeding against IMC and Travelers, styled *St. Charles Parish versus Industrial and Mechanical Contractors, Inc.*, Parish of St. Charles, Docket No. 84,689, pending before the 29th Judicial District Court of St. Charles Parish, Louisiana (the "Parish Litigation");

WHEREAS, in the Parish Litigation, the Parish filed breach of contract claims against IMC and Travelers under the Construction Contract and the Performance Bond, alleging that IMC failed to perform in accordance with the drawings and specifications and to complete the work within the contract time, and seeking damages, inter alia, for the removal and re-installation of the Pipe;

WHEREAS, IMC and Travelers filed answers and affirmative defenses to the Parish Litigation, denying any liability under the Construction Contract and the Performance Bond, and IMC asserted a third-party demand against E&T seeking full indemnification to the extent IMC was found liable to the Parish;

WHEREAS, E&T filed an answer to IMC's third-party demand in the Parish Litigation generally denying that its actions and/or inactions caused or contributed to the Parish's alleged damages;

WHEREAS, on or about August 28, 2018, the IMC Litigation and the Parish Litigation were consolidated for discovery and trial;

WHEREAS, in the Parish Litigation, on or about November 4, 2019, the Parish filed its First Supplemental and Amending Petition naming BHI as a defendant, asserting that BHI breached the Engineering Agreement by failing to ensure that IMC would construct the work in accordance with the drawings and specifications or that the drawings and specifications contained errors and/or omissions that led to damages;

WHEREAS, BHI filed an answer in the Parish Litigation generally denying that its actions or inactions caused or contributed to the Parish's alleged damages;

WHEREAS, the Parties have agreed upon an amicable resolution of their claims against each other, pursuant to the terms, conditions and considerations set forth herein;

WHEREAS, the Parties, while admitting no fault or liability of their own, desire to settle their claims and differences as set forth below:

NOW THEREFORE, in consideration of the Recitals set forth above, valid legal cause and other good and valuable consideration, the receipt and sufficiency of

which are hereby acknowledged by the Parties, the mutual covenants contained herein, the Parties do hereby agree as follows:

1. BHI shall pay to the Parish the total sum of two hundred thousand and no/100 dollars (\$200,000.00);
2. E&T shall pay to the Parish the total sum of thirty thousand and no/100 dollars (\$30,000.00);
3. E&T shall pay to IMC the total sum of ten thousand and no/100 dollars (\$10,000.00);
4. The Parish will pay to IMC the total sum of one hundred and nine thousand and no/100 dollars (\$109,000.00);
5. The payments referenced above shall be made within thirty (30) days of the Effective Date of this Agreement.
6. All the Parties understand that any settlement with a public entity like the Parish must be formally approved by certain elected and/or appointed officials. The Parish's counsel has declared his recommendation of this settlement to the appropriate governmental officials and that the recommendation is anticipated to be accepted formally by Parish ordinance;
7. IMC and Travelers specifically reserve their rights and claims against each other in any manner arising out of, or relating to, the GAI, the performance bond No. 106110548, the Project, this Agreement, the IMC Litigation and the Parish Litigation. IMC and Travelers expressly stipulate and agree that nothing in this Agreement shall constitute or be construed to constitute the modification, release, impairment, alteration, limitation, extinguishment,

waiver and/or discharge of any rights, claims, causes of action, remedies or equities granted by the GAI and/or Louisiana law.

8. The Parish hereby releases and forever discharges IMC, BHI, E&T and Travelers, including their respective officers, directors, employees, agents, representatives, managing or affiliated entities, successors, assigns, insurers and reinsurers from any and all past, present or future claims, demands, liens, privileges, suits, causes of action, appeals, damages, loss, expenses, costs, interest, penalties, attorneys' fees whether statutory or otherwise, and contract rights of whatever nature, all both asserted and un-asserted, whether currently existing or hereafter arising, or that the Parish or its legal representatives, successors and/or assigns now have or may hereinafter acquire, that in any way arise out of or relate to the Project, the Engineering Agreement, the Construction Contract, Payment and Performance Bonds No. 106110548, and any and all past, present or future allegations, claims, demands, and causes of action that were, or could have been, asserted in the IMC Litigation and/or in the Parish Litigation.
9. IMC hereby releases and forever discharges the Parish, E&T and BHI, including, but not limited to, their respective officers, directors, employees, agents, representatives, managing or affiliated entities, successors, assigns, insurers and reinsurers from any and all past, present or future claims, demands, liens, privileges, suits, causes of action, appeals, damages, loss, expenses, costs, interest, penalties, attorneys' fees whether statutory or otherwise, and contract rights of whatever nature, all both asserted and un-

asserted, whether currently existing or hereafter arising, or that IMC or its legal representatives, successors and/or assigns now have or may hereinafter acquire, that in any way arise out of or relate to the IMC Litigation and/or the Parish Litigation, and all past, present or future allegations, claims, demands, and causes of action that were, or could have been, asserted in the IMC Litigation and/or the Parish Litigation concerning the Construction Contract, the subcontract and the Project.

10. BHI and E&T hereby release and forever discharge the Parish, IMC and Travelers, including their respective officers, directors, employees, agents, representatives, managing or affiliated entities, successors, assigns, insurers and reinsurers from any and all past, present or future claims, demands, liens, privileges, suits, causes of action, appeals, damages, loss, expenses, costs, interest, penalties, attorneys' fees whether statutory or otherwise, and contract rights of whatever nature, all both asserted and un-asserted, whether currently existing or hereafter arising, or that BHI or E&T or their legal representatives, successors and/or assigns now have or may hereinafter acquire, that in any way arise out of or relate to the Project, the Construction Contract, the Engineering Agreement, the Subcontract, Payment and Performance Bonds No. 106110548, and any and all past, present or future allegations, claims, demands, and causes of action that were, or could have been, asserted in the IMC Litigation and/or the Parish Litigation.
11. Travelers hereby releases and forever discharges the Parish, E&T and BHI, including their respective officers, directors, employees, agents,

representatives, managing or affiliated entities, successors, assigns, insurers and reinsurers from any and all past, present or future claims, demands, liens, privileges, suits, causes of action, appeals, damages, loss, expenses, costs, interest, penalties, attorneys' fees whether statutory or otherwise, and contract rights of whatever nature, specifically including, but in no way limited to any and all rights and/or claims of subrogation, reimbursement, and/or recovery, whether arising from contract or equity, all both asserted and un-asserted, whether currently existing or hereafter arising, or that Travelers or its legal representatives, successors and/or assigns now have or may hereinafter acquire, that in any way arise out of or relate to the Project, the Construction Contract, the Engineering Agreement, the Subcontract, Payment and Performance Bonds No. 106110548, and any and all allegations, claims, demands, and causes of action that could have been asserted in, or otherwise relating to, the IMC Litigation and/or the Parish Litigation.

12. Except as stated in Paragraph No. 7 of this agreement, the Parties shall dismiss, with prejudice, all claims they have asserted against any other Parties that have been released in this Agreement, including but not limited to the IMC Litigation and Parish Litigation, within forty-five (45) days of the Execution Date of this Agreement, with each party to bear its own attorney fees and costs. Counsel for the Parties shall execute and cause to be filed a Joint Motion for Dismissal with Prejudice necessary to effectuate this Agreement.

13. Each Party warrants that it is the owner of and that it has not assigned, transferred, sold, or otherwise conveyed to others any of the claims or disputes arising out of the Project or the IMC Litigation or the Parish Litigation, which have been released herein.
14. Each Party certifies that it is executing this Agreement with and on the basis of advice of its counsel, after due deliberation and with full knowledge of all the circumstances, and each Party further recognizes that the aforementioned consideration to be given by the Parties to this Agreement is the only consideration to be given for or in connection with this Agreement. In connection with the foregoing release, each Party hereby acknowledges that it is aware that its attorney may hereafter discover facts which such Party believes to be true with respect to the subject matter of this Agreement but that it is the intention of each Party hereto to fully, finally, absolutely, and forever settle its respective claims against each other as set forth herein, and that in furtherance of such intention, the releases herein given shall be and remain in effect as a full and complete release notwithstanding the discovery of any such different or additional facts.
15. Each Party understands and agrees that this Agreement represents a settlement and compromise of disputed issues. Accordingly, the Parties each stipulate that their act of entering into this Agreement does not constitute any admission of liability, any other admission against interest, or any concession concerning the merits of any demands or claims previously made by any party in the IMC Litigation and the Parish Litigation. It is understood that the

Parties have entered into this Agreement for the sole purpose of avoiding the time and expense that would accompany litigation of this matter, and that no payments or other actions by any party are or shall be construed as an admission of liability or wrongdoing of any kind.

16. With the exception of the reservation of rights between IMC and Travelers in this paragraph and Paragraph 7 of this Agreement, each Party shall bear their own legal fees and costs related to this Agreement. If any Party brings suit or other proceeding against the other as a result of any alleged breach or failure by the other Party to fulfill or perform any covenants or obligations under this Agreement, then the prevailing Party obtaining final judgment in such action shall be entitled to receive from the non-prevailing Party the prevailing Party's reasonable attorneys' fees incurred by reason of such action and all costs of suit and preparation thereof. If any Party brings forth a new legal proceeding that deals with subject matter that is found by a Court of competent jurisdiction to have been released by the terms of this Agreement, the Party found to have brought forth such new legal proceeding shall be liable to the other Party for all reasonable attorneys' fees incurred by reason of such action and all costs of defending the suit and preparation thereof. However, in addition to the reservation of rights in Paragraph 7 of this Agreement, IMC and Travelers specifically reserve their rights and claims against each other regarding legal fees and costs related to this Agreement.

17. It is the desire and intent of the Parties that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, to the extent that any covenant or obligation hereunder shall be adjudicated to be invalid, void, illegal or unenforceable, in whole or in part, in any one such jurisdiction, this Agreement shall be deemed amended to reform the portion thus adjudicated to be invalid void, illegal or unenforceable in such a manner to allow the restriction to be enforced to the broadest extent consistent with the intent of the Parties; such reformation to apply only with respect to the operation of this Agreement in the particular jurisdiction in which such adjudication is made. Further, the invalidity or unenforceability of any provision hereto or its scope shall in no way effect the validity or enforceability of any other provision. It is expressly agreed and understood that the provisions of this Agreement are severable. If any one or more provisions of this Agreement or its scope is or may be determined by a court of competent jurisdiction to be void, voidable, illegal, or unenforceable, in whole or in part, and not subject to amendment and/or reformation as set forth herein, then such provision shall be deemed severed from this Agreement and the remaining provisions of the Agreement shall nevertheless be binding and enforceable to the maximum extent permitted by law as if such severed provision had never been written.
18. Each Party obligates itself to take such action as may be consistent with and necessary to the consummation of this Agreement and its purposes, and to

execute additional documents that may be necessary to accomplish the purpose and effectuate the goals of this Agreement.

19. The provisions of this Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State of Louisiana, without regard to its conflict of laws principles.
20. This Agreement shall be binding and effective on the Parties and their respective successors, transferees, and assigns.
21. Each Party warrants and guarantees that they have the authority to execute this Agreement on behalf of the named Party; that they are the proper Party(ies) to assert (and release) the respective causes of action referred to above and all claims made in the IMC Litigation or the Parish Litigation or otherwise released under this Agreement; that they are the real Party(ies) in interest with respect to and own for their own benefit all such claims; that they have not assigned, pledged or otherwise transferred or encumbered any unasserted or asserted right, claim or cause or right of action against the Parties.
22. This Agreement is integrated and represents and contains the entire agreement of the Parties hereto, and shall not be supplemented or modified by any statement, act, or omission of the Parties not reflected in this Agreement. This Agreement shall be construed without regard to the Party(ies) responsible for its preparation, and it shall be deemed to have been prepared jointly by the Parties for purposes of any statute, jurisprudential rule, or rule of contractual interpretation or construction that might cause any

provision to be construed against the drafter. Any ambiguity or uncertainty shall not be interpreted or construed against any of the Parties based on its preparation of the Agreement.

23. This Agreement may be executed and delivered or transmitted via electronic mail and/or by facsimile in counterparts, each of which, when so executed and delivered or transmitted, shall be the original, but such counterparts shall together constitute the same Agreement.
24. This Agreement is thus done and executed as of the Effective Date.

(Space Left Blank Intentionally with Signature Pages to Follow)

IN WITNESS WHEREOF, St. Charles Parish has caused this Release, Indemnity and Settlement Agreement to be executed and delivered as of the 8th day of August, 2022.

St. Charles Parish

By: Matt Jewell
Its: Parish President

STATE OF LOUISIANA)
PARISH OF St. Charles)

I, Corey M. Oubre, a Notary Public in and for said Parish in said State, hereby certify that Matthew Jewell who serves as Parish President of St. Charles Parish, is signed to the foregoing AGREEMENT, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said governmental entity.

Given under my hand and seal, this 8th day of August, 2022.

NOTARY PUBLIC

Corey M. Oubre
Print Name: Corey M. Oubre
28709
My Commission
Expires: for Life
St. Charles Parish, LA

IN WITNESS WHEREOF, Industrial and Mechanical Contractors, Inc has caused this Release, Indemnity and Settlement Agreement to be executed and delivered as of the 6th day of July, 2022

Industrial and Mechanical Contractors, Inc.

By: Harold Heidingsfelder

Its: PRESIDENT

STATE OF LOUISIANA)

PARISH OF ORLEANS)

I, David Videncir, a Notary Public in and for said Parish in said State, hereby certify that Harold Heidingsfelder, who serves as President of Industrial and Mechanical Contractors, Inc., a corporation, is signed to the foregoing AGREEMENT, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal, this 6th day of July, 2022

NOTARY PUBLIC

David Videncir

Print Name: David Videncir

My Commission Expires: For Life

IN WITNESS WHEREOF, the Travelers Casualty and Surety Company of America has caused this Release, Indemnity and Settlement Agreement to be executed and delivered as of the 19th day of July, 2022.

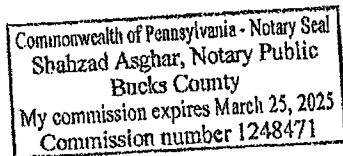
Travelers Casualty and Surety
Company of America

By: Roberta Ziv-Goldstein
Its: Roberta Ziv-Goldstein
Chair Counsel

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF Bucks)

I, Shahzad Asghar, a Notary Public in and for said County in said Commonwealth, hereby certify that Roberta Ziv-Goldstein who serves as Claims Counsel of Travelers Casualty and Surety Company of America, a corporation, is signed to the foregoing AGREEMENT, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such member and with full authority, executed the same voluntarily for and as the act of said casualty and surety company.

Given under my hand and seal, this 19th day of July, 2022.



NOTARY PUBLIC

Shahzad Asghar
07/19/2022

Print Name: Shahzad Asghar

My Commission Expires: Mar 25, 2025

IN WITNESS WHEREOF, Buchart Horn, Inc. has caused this Release, Indemnity and Settlement Agreement to be executed and delivered as of the 21 day of April, 2022.

Buchart Horn, Inc.

By: Charles Kinney
CHARLES KINNEY
Its: President

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF York)

I, Taylor S. Pearson, a Notary Public in and for said County in said Commonwealth, hereby certify that Charles L. Kinney, who serves as President of Buchart Horn, Inc., a corporation, is signed to the foregoing AGREEMENT, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal, this 21 day of April, 2022.

NOTARY PUBLIC

Taylor Shea Pearson

Print Name: Taylor Shea Pearson

My Commission Expires: October 17, 2022

Commonwealth of Pennsylvania - Notary Seal
Taylor Shea Pearson, Notary Public
York County
My commission expires October 17, 2022
Commission number 1341781
Member, Pennsylvania Association of Notaries

IN WITNESS WHEREOF, E & T Construction, Inc. has caused this Release, Indemnity and Settlement Agreement to be executed and delivered as of the 8th day of March, 2022.

E & T Construction, Inc.

By: Egypte Phillip

Its: President

STATE OF LOUISIANA)

PARISH OF ORLEANS)

I, SARA E. HUFFMAN, a Notary Public in and for said Parish in said State, hereby certify that EGYPTE PHILLIP, who serves as PRESIDENT of E & T Construction, Inc., a corporation, is signed to the foregoing AGREEMENT, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal, this 8th day of March, 2022.

NOTARY PUBLIC

SARA E. HUFFMAN
Print Name: SARA E. HUFFMAN

My Commission Expires: upon death



APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER:
St. Charles Parish Department of Public Work
100 River Oaks Drive
Desirehan, LA 70047

PROJECT: Mimosa Park Drainage Improvements

APPLICATION NO: 9
PERIOD TO: 01/31/16

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

P090904

FROM CONTRACTOR:
Industrial & Mechanical Contractors, Inc
P.O. Box 10008
Jefferson, LA 70181

ENGINEER: Buchart Horn, Inc.
18163A E. Petroleum Drive
Baton Rouge, LA 70806

CONTRACT DATE: 02/04/15
Contract NO.: 15-1-8

CONTRACT FOR: Mimosa Park Drainage Improvement

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM
2. Net change by Change Orders
3. CONTRACT SUM TO DATE (Line 1 + 2)
4. TOTAL COMPLETED & STORED TO DATE (Column N on Continuation Sheet)
5. RETAINAGE:
a. % of Completed Work & Material Stored

\$ \$ 735,156.50
\$ 0.00
\$ 735,156.50
\$ ~~88,281.64~~ 64,986.02

629,1631.72

5%

Total in Column P of Continuation Sheet

6. TOTAL EARNED LESS RETAINAGE

31,981.60
607,182.12

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)

3-23-16
3/23/16

8. CURRENT PAYMENT DUE

112-4700060-4630

9. BALANCE TO FINISH, INCLUDING RETAINAGE

Rachel P 2/14/16

CHANGE ORDER SUMMARY		DEDUCTIONS
ADDITIONS		
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

\$ 586,270.42
\$ ~~59,934.84~~
118,554.24

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 30,231.84

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ENGINEER: *[Signature]* Date: 3/2/2016

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

APPLICATION AND CERTIFICATION FOR PAYMENT

RECEIVED

MAR 10 2016

Pay = \$21,371.70

PUBLIC WORK

CONTRACTOR: Industrial & Mechanical Contractors, Inc.
By: *[Signature]* Date: 2/23/16
State of: LA Parish of: East Jefferson
Subscribed and sworn to before me this 23rd day of August 2016
Notary Public: *[Signature]*
My Commission Expires: *[Signature]*
OFFICIAL SEAL
JAMES P. EZZELL
NOTARY PUBLIC - LOUISIANA
#53735
PARISH OF JEFFERSON
(My Commission is For Life)

St. Charles Parish Department of Public Works
CONTINUATION SHEET

Industrial & Mechanical Contractors, Inc.
P.O. Box 10008
Jefferson, LA 70181

Mimosa Park Drainage Improvements
PROJECT # P090904
APPLICATION # 9
APPLICATION DATE 2/12/2016
PERIOD TO 1/31/2016

A	B	C	D	E	F	G	H		I	J	K		L	M	N	O	P
							QUANTITY THIS PERIOD	AMOUNT THIS PERIOD			STORED MATERIALS THIS PERIOD	STORED MATERIALS TO DATE					
201-01-00100	Cleaning & Grubbing	1	LS	\$ 3,672.00	\$ 3,672.00				0.626144	\$ 2,299.20				0.626144	\$ 2,299.20	\$ 1,372.80	\$114.96
202-01-00100	Removal of Structures & Obstructions	1	LS	\$ 1,622.00	\$ 1,622.00				1.00	\$ 1,622.00				1.00	\$ 1,622.00		\$1.10
202-02-02020	Removal of Asphalt Pavement	40	SY	\$ 17.60	\$ 704.00				40.00	\$ 704.00				40.00	\$ 704.00		\$35.20
202-02-06100	Removal of Concrete Walks and Drives	38	SY	\$ 32.00	\$ 1,216.00				38.00	\$ 1,216.00				38.00	\$ 1,216.00		\$66.50
203-02-00100	Drainage Excavation	500	CY	\$ 11.00	\$ 5,500.00				500.00	\$ 5,500.00				500.00	\$ 5,500.00		\$775.00
202-02-02000	Class II Base Course (6" Thick)	352	SY	\$ 66.00	\$ 23,232.00				10.00	\$ 660.00				10.00	\$ 660.00	\$ 22,572.00	\$33.00
402-01-00100	Traffic Maintenance Aggregate	17	TON	\$ 27.00	\$ 459.00				17.00	\$ 459.00				17.00	\$ 459.00		\$22.95
502-01-00100	Superpave Asphaltic Concrete	20	TON	\$ 20.00	\$ 400.00				20.00	\$ 400.00				20.00	\$ 400.00		\$220.00
701-03-01100	Storm Drain Pipe (48" PP)	860	LF	\$ 96.80	\$ 83,248.00				792.00	\$ 76,656.00			2,298.11	792.00	\$ 78,954.11	\$ 4,284.29	\$3,948.19
702-03-00200	Manhole (R-CB-11)	6	EA	\$ 4,461.00	\$ 26,766.00				5.00	\$ 22,305.00			2,759.56	5.00	\$ 22,305.00	\$ 1,701.44	\$1,253.23
705-06-00300	Catch Link Fence (6-Foot Height)	45	LF	\$ 46.00	\$ 2,070.00				9.00	\$ 414.00				9.00	\$ 414.00	\$ 1,656.00	\$1,246.00
705-08-03040	8" Double Gates for Chain-Link Fence	1	EA	\$ 1,030.00	\$ 1,030.00											\$ 2,070.00	\$0.00
706-02-00200	Concrete Drive (6" Thick)	34	SY	\$ 77.00	\$ 2,618.00				38.00	\$ 2,976.00				38.00	\$ 2,976.00	\$ 1,463.00	\$773.00
711-01-05000	Rebar (130 lb. 24" Thick) (Discharge Outfall)	32	SY	\$ 32.00	\$ 1,024.00				30.00	\$ 960.00				30.00	\$ 960.00	\$ 4,004.00	\$424.15
713-01-00100	Temporary Signs & Barriercades	1	LS	\$ 8,493.00	\$ 8,493.00				1.00	\$ 8,493.00				1.00	\$ 8,493.00		\$718.25
714-02-00700	Sub Soils (emulsions)	1296	SY	\$ 4.50	\$ 5,832.00				970.00	\$ 4,365.00				970.00	\$ 4,365.00	\$ 1,467.00	\$1,141.10
728-01-00100	Bedding Material (6.0 Stone)	147.1	CY	\$ 53.00	\$ 7,796.30				141.1	\$ 7,473.00				141.1	\$ 7,473.00	\$ 323.30	\$173.65
740-01-00100	Mobilization	1	LS	\$ 62,822.00	\$ 62,822.00			0.15	0.85	\$ 53,398.70				0.85	\$ 53,398.70	\$ 3,141.10	\$1,500.00
805-01-00100	Class A Concrete (Equipment Pads)	16.6	CY	\$ 3,000.00	\$ 49,800.00				1.00	\$ 3,000.00				1.00	\$ 3,000.00		\$1,500.00
806-01-00100	Deformed Reinforcing Steel (Equipment Pads)	1605	LB	\$ 0.80	\$ 1,284.00				16.60	\$ 13,332.00				16.60	\$ 13,332.00	\$ 4,200.00	\$371.01
02850-01	30" Welded Steel Discharge Pipe	86	LF	\$ 358.00	\$ 30,788.00				1,605.00	\$ 1,284.00				1,605.00	\$ 1,284.00		\$54.70
05100-01	Metal Fabrication (Railings & Stairs)	1	LS	\$ 3,000.00	\$ 3,000.00				86.00	\$ 30,788.00				86.00	\$ 30,788.00		\$1,339.40
10100-01	Relocation of Infrastructure Items (Allowance)	1	LS	\$ 35,000.00	\$ 35,000.00				1.00	\$ 3,000.00				1.00	\$ 3,000.00	\$ 35,000.00	\$0.00
11200-01	24" Metal Flow Propeller Pump & 7.5HP Motor	2	EA	\$ 64,000.00	\$ 128,000.00				2.00	\$ 128,000.00				2.00	\$ 128,000.00		\$6,400.00
116000-01	Electrical Controls for 7.5HP Pumps	1	LS	\$ 3,500.00	\$ 3,500.00				0.80	\$ 3,200.00				0.80	\$ 3,200.00	\$ 7,501.65	\$7,126.57
5-001	Temporary Erosion & Sediment Control	1	LS	\$ 1,500.00	\$ 1,500.00											\$ 1,500.00	\$0.00
5-002	Full Depth Saw Cut	95	LF	\$ 17.60	\$ 1,672.00				95.00	\$ 1,672.00				95.00	\$ 1,672.00		\$83.60
5-003	Abandon Existing Storm Drain & Fill w/Flowable Fill	1	LS	\$ 1,875.00	\$ 1,875.00											\$ 1,875.00	\$0.00
5-004	Concrete Plume w/Bar Screen	1	EA	\$ 825.00	\$ 825.00				1.00	\$ 825.00				1.00	\$ 825.00		\$41.25
5-005	12" x 15' Reinforced Concrete Wet Well	1	EA	\$ 80,043.00	\$ 80,043.00				1.00	\$ 80,043.00				1.00	\$ 80,043.00		\$4,002.15
5-006	Air Release Valve (Siphon Breaker Valve)	2	EA	\$ 1,500.00	\$ 3,000.00				2.00	\$ 3,000.00				2.00	\$ 3,000.00		\$150.00
																\$ 2,400.00	\$0.00
																\$ 86,101.48	\$32,452.76

Issue

ITEM 727-01-00100 P#9 Completed \$31,928.25 (20,504.95 paid to issue #1-5)
 MOB IS BENE P#9 Retainage 5% (1,596.41) (1125.25)
 OUT 100% I would Retainage to pay
 MORE TO 90% (1125.25)
 COMPLETE CHECK 01150 SP#U
 21,379.70
 DUE #9
 CUBE



TRANSMITTAL

MAR 10 2016

Date: 3/2/2016

To: Greg Schultz
Project Manager
St. Charles Parish
100 River Oaks Drive
Destrehan, LA 70047

Suite A
18163 East Petroleum Drive
Baton Rouge, LA 70809-6104
T: (225) 755-2120
F: (225) 755-2404

Project: Mimosa Area Drainage Improvements

File No: 76741-01

Enclosed Herewith: Under Separate Cover: are the following:

Four (4) original copies of Pay App No. 9

For Approval:	<input checked="" type="checkbox"/>	For Your Signature:	<input type="checkbox"/>	No Exceptions Taken:	<input type="checkbox"/>
For Your Use:	<input type="checkbox"/>	For Information Only:	<input type="checkbox"/>	Make Corrections Noted; Resubmittal Not Required:	<input type="checkbox"/>
Complete:	<input type="checkbox"/>	Incomplete:	<input type="checkbox"/>	Make Corrections Noted & Resubmit:	<input type="checkbox"/>
				Rejected - See Remarks:	<input type="checkbox"/>

Remarks:

The attached Contractor Applications for Payment have been reviewed and are recommend for payment.

Respectfully,
Buchart Horn, Inc.

Mira K. Para, PE

Copy: File

INVOICE INFORMATION & ROUTING FORM

To be filled out by accounting staff.	
Project No.	P090904 Project MGR: Greg
Vendor:	Industrial & Mechanical
Invoice No.	PMT REQ: 9
Invoiced Amount:	\$30,331.84 Paying: \$21,379.20
Attachments:	
Comments:	
Code:	112-420260 4630

STAFF MBR	DATE	INITIAL	ACTION	✓
CLERK RECEPTIONIST	3/10/16	KST	DATE STAMP	✓
			FORWARD TO Clerk	
ACCOUNTING CLERK	3.10.16	LG	Logged	✓
			Verified Totals	
			Code/Project No. / NTE/ITD	
			Circled below for File Clerk	
ACCOUNTANT	3/14/16	RW	Verified Clerk's work up	✓
			WORKED coded & attached backup	
			Reviewed with project manager. Vendor informed of changes.	
QUALITY ASSURANCE COORDINATOR			Reviewed with accountant.	
			Invoice Signed	
PROJECT MANAGER	3/23/16	AW	Reviewed with accountant.	✓
			Deliverables received.	
			Invoice Signed	
DIRECTOR			Invoice Signed	
GENERAL SUPERINTENDENT			Invoice Signed	
ADMINISTRATIVE ASSISTANT/FILE CLERK			Verified Director's Signature	
			Copy, Distribute, Scan	
			Forward (circle) Finance / Purchasing	
			File (circle) / Return to Clerk	



LARRY COCHRAN
PARISH PRESIDENT

ST. CHARLES PARISH

DEPARTMENT OF PUBLIC WORKS

100 RIVER OAKS DRIVE • DESTREHAN, LOUISIANA 70047

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

Website: www.stcharlesparish-la.gov

March 23, 2016

Industrial & Mechanical Contractors, Inc
PO BOX 10008
Jefferson, LA 70181

**RE: St. Charles Parish Project No. P090904 Mimosa Park Drainage Improvement |
Notification of Payment Reduction**
ENCLOSURES: Section SCP-E-01150 | Measurement & Payment

Dear Contractor:

St. Charles Parish Public Works is in receipt of Industrial & Mechanical Contractors, Inc payment application number 9 for the Mimosa Park Drainage Improvement project numbered: P090904, requesting payment in the amount of \$30,331.84. For this payment application, numbered 9, St. Charles Parish will pay \$21,379.70. This represents a \$8,952.14 reduction to the payment application.

Payment in full would violate the contract; please see attached section of the contract titled Measurement & Payment. For line item# 727-01-00100 | Mobilization, substantial completion is needed for payment in full. Therefore, the \$9,423.30 requested for that line item was removed (this lowered retainage by \$471.16 explaining why the invoice was only cut by \$8952.14).

Sincerely,

Sam Scholle
Director of Public Works/Wastewater

cc: Greg Schultz, Project Manager | St. Charles Parish Public Works
Mira K Para, PE | Buchart Horn, Inc
Rachel Whitener, Accountant I | St. Charles Parish Public Works
Project File

SECTION 01150

MEASUREMENT AND PAYMENT

PART 1 - GENERAL

SCOPE OF WORK

- A. The scope of this section defines the items included in each Bid Item. Payment will be made based on the specified items included in the description in this section for each Bid Item.

- B. All contract prices included in the bid form will be full compensation for all labor, materials, tools, equipment and incidentals necessary to complete the construction as shown on the Drawings and/or as described in the Specifications to be performed under this contract. Actual quantities of each item bid on a unit price basis will be determined upon completion of the construction. Payment for all items in the bid form will constitute full compensation for all work to be performed under this Contract.

MEASUREMENT

Units of measure shown on bid form shall be as follows unless specified otherwise.

Item	Method of Measurement
EA	Each – Field Counted by Owner / Owner’s Representative
LF	Linear Foot – Field Measured by Owner / Owner’s Representative
LS	Lump Sum – Unit is One; no measurement will be made
SF	Square Foot – Field Measurement by Owner / Owner’s Representative
SY	Square Yard – Field Measurement by Owner / Owner’s Representative
CY	Cubic Yard – Field Measurement by Owner / Owner’s Representative

PAYMENT

Progress payments will be made monthly.

The date for Contractor's submission of monthly Application for Payment shall be established at the Pre-Construction Conference.

Partial payment for stored materials and unit priced items shall be as described in Article 15 of the General Conditions,

PART 2 - PRODUCTS (NOT USED)

PART 3 – EXECUTION

ITEM __ MOBILIZATION / DEMOBILIZATION

A. Measurement

Measurement of work for payment of this item shall be on a lump sum basis as established in the bid, and broken down in accordance with Section-SCP-E-01370 and Payment (Section B) below.

B. Payment

Payment shall be based on preparatory work and operations to include, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site, the establishment of construction offices, and other facilities necessary for work on the project and the cost of bonds. Examples of activities that can be included in the Mobilization / Demobilization Line Item, but not be limited to, are payments for Bonds and Insurance, storage /office trailers, construction fencing, tool purchases, permits obtained by the contractor, fees or costs from city/parish/state/federal agencies as a requirement to perform activities within the scope of the project, costs to transport equipment, tools and materials to the job site, etc. At no time shall the same activity be claimed in multiple line items on the bid form, resulting in a duplicate payment for the same activity.

Partial payments for Mobilization/Demobilization will be divided into five (5) payments being made to spread the costs over the duration of the project. No price adjustment will be made for this due to changes and/or extensions of time and any increased mobilization cost incurred by the Contractor due to any additional work occasioned by such changes.

Partial payments for mobilization shall be made in accordance with the schedule of Table 1150-1, based on the percent earned of original total contract amount

(less the Line Item for Mobilization/Demobilization), for a total amount equal to the line item for Mobilization / Demobilization.

Table 1150 – 1
Mobilization/Demobilization Payment

Percent of Total Contract Amount Earned (Excluding the Line Item for Mobilization/Demobilization)	Allowable Percent of the Lump Sum Price for Mobilization/Demobilization
1 st Partial Estimate	25% of Line Item Amount
10% of Contract Amount	50% of Line Item Amount
25% of Contract Amount	75% of Line Item Amount
50% of Contract Amount	85% of Line Item Amount
100% (at Substantial Completion)	100% of Line Item Amount

If the Contract is cancelled by the Owner, the Contractor will be paid for the actual cost for mobilization at the time of cancellation, which said cost shall not exceed the total amount bid under this item.

Nothing herein shall be construed to limit or preclude partial payment otherwise provided by the Contract.

ITEM __ RELOCATION OF INFRASTRUCTURE ITEMS

A. Measurement

Measurement of work for payment of this item shall be the actual relocation cost of unforeseen utilities or structure in conflict with items to be installed by the project. Section-SCP-E-10100 discusses this particular Bid Item in detail, along with the requirements for use and payment thereunder.

B. Payment

Relocation of Infrastructure Items – LUMP SUM

END OF SECTION