

St. Charles Parish

Supplemental Agenda

St. Charles Parish Courthouse
15045 Highway 18
P.O. Box 302
Hahnville, LA 70057
985-783-5000
www.stcharlesparish.gov

Parish Council

Council Chairman Bob Fisher
Councilmembers Beth A. Billings, Holly Fonseca,
La Sandra Darensbourg Gordon, Mary K. Clulee, Dick Gibbs,
Nicky Dufrene, Marilyn B. Bellock, Julia Fisher-Cormier

Monday, November 21, 2022

6:00 PM

Council Chambers, Courthouse

Final

ORDINANCES / RESOLUTIONS INTRODUCED FOR PUBLICATION / PUBLIC HEARING

Monday, December 5, 2022 6:00 pm, Council Chambers, Courthouse, Hahnville

S* 1 2022-0335 An ordinance approving and authorizing the execution of Amendment No. 1 to Ordinance No. 21-4-7 which approved the Professional Services Agreement with GIS Engineering, LLC, to perform engineering services for the Montz Pump Station (Parish Project No. P210301).

Sponsors: Mr. Jewell and Department of Public Works

S* 5 2022-0336 An ordinance approving and authorizing the execution of an Amendment No. 2 to Ordinance No. 21-11-4 which approved the Professional Services Agreement with GIS Engineering, LLC, to perform engineering services for the Montz Pump Station No. 2 (Parish Project Number P210806).

Sponsors: Mr. Jewell and Department of Public Works

S* 9 2022-0337 An ordinance approving and authorizing the execution of a Professional Services Agreement with AIMS Group, Inc., to perform engineering services for Ormond Oaks Channel (Project No. P210203), in the not to exceed amount of \$29,900.00.

Sponsors: Mr. Jewell and Department of Public Works

S* 32 2022-0338 An ordinance approving and authorizing the execution of a contract with Cycle Construction Company, LLC, for the Hydraulic Bottleneck Near Destrehan P.S. No. 2, (Project No. P190507) in the amount of \$2,264,960.00.

Sponsors: Mr. Jewell and Department of Public Works

Accommodations for Disabled

St. Charles Parish will upon request and with three (3) days advanced notice provide reasonable accommodation to any disabled individual wishing to attend the meeting. Anyone requiring reasonable accommodation is requested to contact the Office of the Council Secretary at (985) 783-5000 to discuss the particular accommodations needed.

2022-0335

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

ORDINANCE NO. _____

An ordinance approving and authorizing the execution of Amendment No. 1 to Ordinance No. 21-4-7 which approved the Professional Services Agreement with GIS Engineering, LLC, to perform engineering services for the Montz Pump Station (Parish Project No. P210301).

WHEREAS, Ordinance No. 21-4-7 adopted on April 19, 2021, by the St. Charles Parish Council, approved and authorized the execution of a Professional Services Agreement between St. Charles Parish and GIS Engineering, LLC for all necessary services for a new Montz Pump Station (Parish Project No. P210301); and,

WHEREAS, the contract amount of \$50,000.00 for permitting work has been exceeded due to the request by Canadian National (CN) to complete the Utility Crossing Encroachment packet for the required waterline design, prior to going to bid for the construction project; and,

WHEREAS, this request is beyond the initial scope to be completed by the design engineer, and will involve more geotechnical investigation beyond the original report gatherings; and,

WHEREAS, St. Charles Parish and GIS Engineering, LLC have mutually agreed to an increase of \$40,000.00 (overall total not to exceed \$90,000.00) to complete permitting work; and,

WHEREAS, Amendment No. 1 to the Professional Services Agreement between St. Charles Parish and GIS Engineering, LLC, describes the details of the proposed services and compensation.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Amendment No. 1 to Ordinance No. 21-4-7 to the Professional Services Agreement between St. Charles Parish and GIS Engineering, LLC, for the Montz Pump Station (Parish Project No. P210301) to increase the permitting fee by \$40,000.00 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:

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

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED : _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

**AMENDMENT NO. 1
TO
PROFESSIONAL SERVICES AGREEMENT
FOR MONTZ PUMP STATION**

THIS AMENDMENT NO. 1 is made and entered into on this ____ day of _____, 2022;

BY AND BETWEEN:

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

GIS ENGINEERING, LLC, represented herein by Dustin Malbrough, duly authorized by Corporate Resolution attached hereto (hereafter sometimes referred to as "ENGINEER"):

WHEREAS, On April 19, 2021 the St. Charles Parish Council approved Ordinance No. 21-4-7 to authorize an Agreement between St. Charles Parish and GIS Engineering, LLC for the design of the Montz Pump Station (Parish Project No. P210301); and,

WHEREAS, the contract amount of \$50,000.00 for permitting work has been exceeded due to the request by Canadian National (CN) to complete the Utility Crossing Encroachment packet for the required waterline design, prior to going to bid for the construction project; and,

WHEREAS, this request is beyond the initial scope to be completed by the design engineer, and will involve more geotechnical investigation beyond the original report gatherings; and,

WHEREAS, St. Charles Parish desires for GIS Engineering, LLC to coordinate and complete all necessary components of the Utility Crossing Encroachment packet; and,

WHEREAS, St. Charles Parish and GIS Engineering, LLC have mutually agreed to an increase of \$40,000.00 (overall total not to exceed \$90,000.00) to complete permitting work; and,

ATTACHMENT “A”

Add the following verbiage to Attachment “A”.

Project Scope Continued (Amendment No. 1):

Additional Services

Permitting: The ENGINEER shall complete the Utility Crossing Encroachment packet and submit to Canadian National (CN). The ENGINEER shall coordinate with CN to answer any and all questions regarding the packet, make any necessary corrections and resubmit the packet as required. The ENGINEER shall ensure that this packet as approved by CN is placed within the Bid Documents for the project.

ATTACHMENT “B”

Add the following verbiage to Attachment “B”.

Project Schedule Continued (Amendment No. 1):

The ENGINEER shall complete the Utility Crossing Encroachment packet within 60 days of Notice to Proceed (NTP) and submit to Canadian National (CN) upon completion.

ATTACHMENT “C”

Add the following verbiage to Attachment “C”.

Project Cost Continued (Amendment No. 1):

Additional Services

Permitting: \$40,000.00 (not to exceed total for project of \$90,000.00)

THUS DONE AND SIGNED in the presence of the undersigned competent witnesses, on this _____ day of _____, 2022.

Witnesses:

ST. CHARLES PARISH

By: _____

Matthew Jewell
Parish President

Date: _____

GIS ENGINEERING, LLC

By: _____

Dustin Malbrough

Date: _____

2022-0336

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

ORDINANCE NO. _____

An ordinance approving and authorizing the execution of an Amendment No. 2 to Ordinance No. 21-11-4 which approved the Professional Services Agreement with GIS Engineering, LLC, to perform engineering services for the Montz Pump Station No. 2 (Parish Project Number P210806).

WHEREAS, Ordinance No. 21-11-4 adopted on November 15, 2021, by the St. Charles Parish Council approved and authorized the execution of a Professional Services Agreement between St. Charles Parish and GIS Engineering, LLC for all necessary services for the Montz Pump Station No. 2 (Parish Project No. P210806); and,

WHEREAS, Ordinance No. 22-3-13 adopted on March 21, 2022, by the St. Charles Parish Council approved and authorized Amendment No. 1 of a Professional Services Agreement between St. Charles Parish and GIS Engineering, LLC, in the amount of \$97,200.00, to address additional services of Permitting, Topographic Surveying, and Cultural Resource Surveying work; and,

WHEREAS, the contract amount of \$40,000.00 for permitting work has been exceeded due to unforeseen requirements with the Department of Natural Resources (DNR) and other agencies (LADOTD, USACE, etc.); and,

WHEREAS, St. Charles Parish desires for GIS Engineering, LLC to complete all necessary permit applications as well as an Environmental Condition of the Property (ECP) as required by the US Army Corps of Engineers' (USACE) real estate instrument; and,

WHEREAS, St. Charles Parish and GIS Engineering, LLC have mutually agreed to an increase of \$60,000.00 (overall total not to exceed \$100,000.00) to complete permitting work; and,

WHEREAS, Amendment No. 2 to the Professional Services Agreement between St. Charles Parish and GIS Engineering, LLC, describes the details of the proposed services and compensation.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Amendment No. 2 to the Professional Services Agreement between St. Charles Parish and GIS Engineering, LLC, for the Montz Pump Station No. 2 (Parish Project No. P210806) to increase the permitting fee by \$60,000.00 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:

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

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED : _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

**AMENDMENT NO. 2
TO
PROFESSIONAL SERVICES AGREEMENT
FOR MONTZ PUMP STATION NO.2**

THIS AMENDMENT NO. 2 is made and entered into on this ____ day of _____, 2022;

BY AND BETWEEN:

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

GIS ENGINEERING, LLC, represented herein by Dustin Malbrough, duly authorized by Corporate Resolution attached hereto (hereafter sometimes referred to as “ENGINEER”):

WHEREAS, On November 15, 2021 the St. Charles Parish Council approved Ordinance No. 21-11-4 to authorize an Agreement between St. Charles Parish and GIS Engineering, LLC for the design of the Montz Pump Station No.2 (Parish Project No. P210806); and,

WHEREAS, On March 21, 2022, the St. Charles Parish Council approved Ordinance No. 22-3-13 to authorize Amendment No. 1 to the Agreement between St. Charles Parish and GIS Engineering, LLC, in the amount of \$97,200.00, to address Additional Services of Permitting, Topographic Surveying, and Cultural Resource Surveying work; and,

WHEREAS, the contract amount of \$40,000.00 for permitting work has been exceeded due to continuous coordination with the Department of Natural Resources (DNR) and other agencies (LADOTD, USACE, etc.); and,

WHEREAS, St. Charles Parish desires for GIS Engineering, LLC to complete all necessary permit applications as well as an Environmental Condition of the Property (ECP) as required by the US Army Corps of Engineers’ (USACE) real estate instrument; and,

WHEREAS, St. Charles Parish and GIS Engineering, LLC have mutually agreed to an increase of \$60,000.00 (overall total not to exceed \$100,000.00) to complete permitting work; and,

ATTACHMENT "A"

Add the following verbiage to Attachment "A".

Project Scope Continued (Amendment No. 2):

Additional Services

Permitting: The ENGINEER will continue to coordinate with the Department of Natural Resources (DNR) and other regulatory agencies to ensure all requirements are met for each permit. DNR Coordination includes work regarding the St. John Water Separation Model.

The ENGINEER will also submit required documents, answer RFIs, and finalize the permit for Louisiana Department of Transportation and Development (LADOTD).

Environmental Condition of the Property: The United States Army Corps of Engineers' (USACE) require an Environmental Condition of the Property (ECP) be completed for their permit. The ENGINEER will complete this task by examining current and historical uses of the property and adjoining properties. The examination will determine the potential for environmental contamination of the property such as hazardous substances, petroleum products, or other environmental concerns. The result of the ECP investigation is used to determine if a piece of property is suitable for acquisition, construction, and divestment.

The ENGINEER will submit an ECP Report to the OWNER that satisfies USACE's requirements and secure the USACE permit as a result.

ATTACHMENT "B"

Add the following verbiage to Attachment "B".

Project Schedule Continued (Amendment No. 2):

The ENGINEER will complete the Environmental Condition of the Property (ECP) within 30 days of Notice to Proceed (NTP). The ENGINEER will continue coordination with all permitting agencies as necessary throughout final design of the project, as well as any updates or renewals to follow the project through construction and final completion.

ATTACHMENT "C"

Add the following verbiage to Attachment "C".

Project Cost Continued (Amendment No. 2):

Additional Services

Permitting: \$50,000.00

Environmental Condition of the Property (ECP): \$10,000.00

THUS DONE AND SIGNED in the presence of the undersigned competent witnesses, on this _____ day of _____, 2022.

Witnesses:

ST. CHARLES PARISH

By: _____

Matthew Jewell
Parish President

Date: _____

GIS ENGINEERING, LLC

By: _____

Dustin Malbrough

Date: _____

2022-0337

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

ORDINANCE NO. _____

An ordinance approving and authorizing the execution of a Professional Services Agreement with AIMS Group, Inc., to perform engineering services for Ormond Oaks Channel (Project No. P210203), in the not to exceed amount of \$29,900.00.

WHEREAS, St. Charles Parish desires to have a feasibility and constructability study done for the Ormond Oaks channel in Destrehan; and,

WHEREAS, the existing Ormond Oaks channel servitude restricts proper maintenance; therefore a solution needs to be defined to allow for increased stormwater conveyance and improved maintenance activities; and,

WHEREAS, the Professional Services Agreement between St. Charles Parish and AIMS Group, Inc. describes the details of the proposed services and compensation.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Professional Services Agreement between St. Charles Parish and AIMS Group, Inc., to perform engineering services as required by the Department of Public Works, for the Ormond Oaks Channel (Project No. P210203) in the not to exceed amount of \$29,900.00 is hereby approved and accepted.

SECTION II. That the Parish President is hereby authorized to execute said agreement on behalf of St. Charles Parish.

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

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

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED : _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and effective as of the ____ day of _____, 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 AIMS GROUP, 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 ORMOND OAKS CHANNEL Project No. P210203 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:

ORMOND OAKS CHANNEL
Project No. P210203

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 29th 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:

ST. CHARLES PARISH

By: Matthew Jewell
Parish President

Date:

WITNESSES:

AIMS GROUP, INC.

By: Thomas R. L'Hoste, P.E.
Principal Engineer/President

Date:

ATTACHMENT "A"
PROJECT SCOPE

ORMOND OAKS CHANNEL
Project No. (P210203)

The Scope of Work is as follows:

Development of a feasibility and constructability study to determine possible drainage solutions for the Ormond Oaks Channel. The existing channel has a deep cross section with steep side slopes, encouraging erosion and restricting proper maintenance. This study shall provide the Owner with options on how to improve the channel cross section for adequate stormwater conveyance and provide access for maintenance activities.

If deemed necessary, the Owner may amend this contract at a later date to include Basic Services as described below to design the chosen solution from the Feasibility/Constructability Study.

FEASIBILITY/CONSTRUCTABILITY STUDY (CONCEPTUAL) PHASE

Upon written authorization from OWNER, CONSULTANT shall:

- a. Consult with OWNER to define and clarify OWNER's requirements for the Project, including design objectives and constraints, permits, capacity and performance requirements, flexibility, expandability, and any budgetary limitations, and identify available data, reports, facilities plans, site evaluations, etc.; required for design.
- b. Identify potential solution(s) to meet OWNER's Project requirements, as needed. Study and evaluate the potential solution(s) to meet OWNER's Project requirements.
- c. Visit the Site, or potential Project sites, as needed, to review existing conditions and facilities.
- d. Develop a scope of work for additional professional services (i.e. geotech, etc.) necessary for design.
- e. Prepare a study (the "Study") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and CONSULTANT's recommended solution(s). For each recommended solution, CONSULTANT will provide the following, to include; but not limited to:
 1. Opinion of probable Construction Cost;
 2. The estimated total costs of design, professional, and related services to be provided by CONSULTANT and its SUBCONSULTANTS;

3. A tabulation of other items and services included within the definition of Total Project Costs.
- f. Furnish three review copies of the Study to OWNER as well as submitting electronically to appropriate parties specified by OWNER. CONSULTANT's services under the Feasibility/Constructability Study (Conceptual) Phase will be considered complete on the date when CONSULTANT has delivered to OWNER the final Feasibility/Constructability Study.

PART 1 – BASIC SERVICES

A. PRELIMINARY DESIGN PHASE

Upon written acceptance by OWNER of the Feasibility/Constructability Study, selection by OWNER of a recommended solution, and upon written authorization from OWNER, CONSULTANT shall:

- a. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, and outline specifications. Visit the Site, as needed, to prepare the Preliminary Design Phase documents.
- b. Coordinate all surveys and other investigations (see Additional Services) as may be required to prepare construction plans. Investigations and/or surveys shall locate existing utilities (private and public) affected by the project and shall locate and define such utilities sufficiently in the event that utilities have to be relocated.
- c. Prepare a program of borings and other soil investigations that may be required.
- d. Provide written notice to all utility companies (private and public) about the project and request utility "as-built" information from them.
- e. Advise OWNER if additional reports, data, information, and/or services not already identified in the Feasibility/Constructability Study Phase which are necessary and assist OWNER in obtaining such reports, data, information, and/or services.
- f. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost.
- g. Obtain and review OWNER's contract documents and OWNER specifications for inclusion within the final contract, plans and specifications. CONSULTANT shall also consult with OWNER in regards to OWNER policies and practices in regard to contract administration and construction management.
- h. Furnish three review copies of the Preliminary Design Phase documents and revised opinion of probable Construction Cost to OWNER as well as submitting electronically to appropriate parties specified by OWNER. CONSULTANT's services under the Preliminary Design Phase will be considered complete on the

date when CONSULTANT has delivered to OWNER the final Preliminary Design Phase documents and opinion of probable Construction Cost.

B. FINAL DESIGN PHASE

Upon written acceptance by OWNER of the final Preliminary Design Phase documents and upon written authorization from OWNER, CONSULTANT shall:

- a. Prepare Final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by CONTRACTOR.
- b. These Drawings shall include locations of all utilities affected, with ownership and rights-of-way where required. The existing and ownership of any existing utilities shall be determined by contacting each utility provider in writing to obtain such records as may be available and information from the survey. Coordinate with said utility companies on the adjustment, relocation, or removal of existing utility lines and structures within the project that are in conflict with the proposed improvements.
- c. Visit the Site as needed to assist in preparing the Final Drawings and Specifications.
- d. Prepare necessary applications for permits for submission for approval of local, state, and federal authorities.
- e. Prepare a detailed Final Cost Estimate.
- f. Furnish for review by OWNER three copies of the Final Drawings, Specifications, and Cost Estimate as well as submitting electronically to appropriate parties specified by OWNER. OWNER shall submit to CONSULTANT any comments regarding the furnished items, and any instructions for revisions. CONSULTANT's services under the Final Design Phase will be considered complete on the date when CONSULTANT has delivered to OWNER the Final Drawings, Specifications, and Cost Estimate.

C. BID PHASE

Upon acceptance by OWNER of the Final Drawings, Specifications, the most recent opinion of probable Construction Cost, and upon written authorization by OWNER to proceed, CONSULTANT shall:

- a. Assist OWNER in advertising for and obtaining bids or proposals for the Work, assist OWNER in issuing assembled design, contract, and bidding-related documents to prospective CONTRACTORS, and, where applicable, maintain a record of prospective CONTRACTORS to which documents have been issued, pre-bid conferences, if any, and receive and process CONTRACTOR deposits or charges for the issued documents.

- b. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
- c. Consult with OWNER as to the qualifications of prospective CONTRACTORS. Consult with OWNER as to the qualifications of Subcontractors, suppliers, and other individuals and entities proposed by prospective CONTRACTORS, for those portions of the Work as to which review of qualifications is required by the issued documents.
- d. If the issued documents require, CONSULTANT shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective CONTRACTORS.
- e. Attend the bid opening, prepare bid tabulation sheets and recommendation of award to meet OWNER's schedule, and assist OWNER in evaluating bids or proposals, assemble final contracts for the Work for execution by OWNER and CONTRACTOR, and in issuing notices of award of such contracts.
- f. The Bid Phase will be considered complete upon commencement of the Construction Phase.

D. CONSTRUCTION PHASE

Upon successful completion of the Bid Phase and upon written authorization from OWNER, CONSULTANT shall:

- a. Prepare formal contract documents for the execution of the construction contract.
- b. Pre-Construction Conference: Participate in a pre-construction conference prior to commencement of Work at the Site.
- c. Establish construction monuments, project baseline, and benchmarks as necessary.
- d. Coordinate with owners of utilities for relocation of their facilities to clear the site for construction.
- e. Require and review tests of materials necessary for the project.
- f. Verify and approve CONTRACTOR's Applications for Payment and schedules (Progress Schedules, Schedule of Submittals, and Schedule of Values) and submit to the OWNER.
- g. Prepare progress reports for the OWNER when requested and coordinate monthly progress meetings between OWNER, CONTRACTOR, CONSULTANT, and inspector, as necessary throughout the duration of the project.
- h. Review shop drawings and sampled for conformance with the design concept of the project and for compliance with the result required in the Contract Documents.

Evaluate and determine the acceptability of substitute or “or-equal” materials and equipment proposed by CONTRACTOR.

- i. Prepare all necessary documentation required for construction RFIs (Requests for Information/Interpretation), Change Orders, and Work Change Directives.
- j. Attend Council meetings and other meetings necessary to discuss issues associated with the project.
- k. Record Drawings: The CONSULTANT shall furnish reproducible “RECORD” drawings, based on information provided by the CONTRACTOR, both printed on full size paper as well as electronically via AutoCAD.
- l. Receive from CONTRACTOR, review, and transmit to OWNER maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents
- m. Make visits to the Site at intervals appropriate to the various stages of construction, as CONSULTANT deems necessary, to observe as an experienced and qualified design professional the progress of CONTRACTOR’s executed Work.
- n. Perform Substantial Completion walk through, generate Substantial Completion recommendation and accompanying Punch List. Perform final inspection and make a recommendation for acceptance.
- o. The Construction Phase will commence with the execution of the Notice of Intent to Award for the Project and will terminate upon written recommendation by CONSULTANT for final payment to CONTRACTORS.

PART 2 – ADDITIONAL SERVICES

A. GEOTECHNICAL INVESTIGATION (IF DEEMED NECESSARY)

CONSULTANT shall obtain a contract with a Licensed Louisiana Geotechnical firm to complete the work as outlines in the scope of geotechnical work the CONSULTANT developed in the Preliminary Design Phase of the project. 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. (1) one to (2) two undisturbed soil borings located within proximity to the project location
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 pile depth, sheet pile design, 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).

B. PERMITTING (IF DEEMED NECESSARY)

CONSULTANT shall develop permit drawings, applications, supporting information and obtain all permits as required for the project, including, but not limited to, the following:

1. Wetland Delineation, submitting for a Jurisdictional Determination of any wetlands
2. U.S. Army Corps of Engineers (Section 404 permit)
3. LA Wildlife & Fisheries (Scenic Rivers permit)
4. LA Department of Health (LDH)
5. LA Department of Environmental Quality (LDEQ)
6. Cultural Resources
7. Railroad Permitting

CONSULTANT shall also attend permit meetings as necessary and address all questions and comments received from any agency to ensure receipt of all necessary approvals.

C. RESIDENT PROJECT REPRESENTATIVE (RPR) (IF DEEMED NECESSARY)

CONSULTANT shall furnish a Resident Project Representative ("RPR"), at the request of the OWNER to assist CONSULTANT in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is CONSULTANT's representative at the Site and will act as directed by and under the supervision of CONSULTANT.

The duties and responsibilities of the RPR are as follows:

1. RPR's dealings in matters pertaining to the Work in general shall be with CONSULTANT and CONTRACTOR. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with OWNER only with the knowledge of and under the direction of CONSULTANT.
2. Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by CONTRACTOR and consult with CONSULTANT concerning acceptability of such schedules.

3. Attend meetings such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings.
4. Comply with Site safety programs.
5. Serve as CONSULTANT's liaison with CONTRACTOR. Assist CONSULTANT in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's On-Site operations.
6. Report to CONSULTANT whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents and provide recommendations as to whether such Work should be corrected, removed, and replaced, or accepted as provided in the Construction Contract Documents.
7. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate OWNER's personnel, and that CONTRACTOR maintains adequate records thereof. Observe, record, and report to CONSULTANT appropriate details relative to the test procedures and systems start-ups.
8. Prepare a daily report or keep a diary or log book, recording CONTRACTOR's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to CONSULTANT.
9. Immediately inform CONSULTANT of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.
10. Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to CONSULTANT, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
11. Participate in CONSULTANT's and OWNER's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
12. Observe whether all items on the final punch list have been completed or corrected and make recommendations to CONSULTANT concerning acceptance.
13. Resident Project Representative shall not:

- a. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including “or-equal” items).
- b. Undertake any of the responsibilities of CONTRACTOR, Subcontractors, or Suppliers.
- c. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by CONTRACTOR.
- d. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of OWNER or CONTRACTOR.

**ATTACHMENT "B"
PROJECT SCHEDULE**

ORMOND OAKS CHANNEL
Project No. (P210203)

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>
Feasibility/Constructability Study (Conceptual) Phase	60
Preliminary Design Phase	TBD
Final Design Phase	TBD
Bid Phase	TBD
Construction Phase	TBD

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

ORMOND OAKS CHANNEL
Project No. (P210203)

OWNER shall pay CONSULTANT a Not to Exceed amount of \$29,900.00 for the Feasibility/Constructability Study (Conceptual) Phase portion of the project. This portion of the Work shall be completed and accepted by the OWNER per Attachment A, prior to commencement of Preliminary Design Phase.

- a. The Lump Sum includes compensation for CONSULTANT's services and services of CONSULTANT's SUBCONSULTANTS, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses, and CONSULTANT charges.
- b. Compensation for Feasibility/Constructability Study (Conceptual) Phase work will be included in the overall Basic Services design fee, as based on a percentage of the estimated construction cost developed during the Feasibility/Constructability Study Phase.

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 basic services as described in Attachment A is estimated to be \$TBD based on the following estimated distribution of compensation:
 1. Preliminary Design Phase (30%) \$TBD
 - 1) Feasibility/Constructability Study (Conceptual) Phase included within
\$ 29,900.00
 2. Final Design Phase (40%) \$TBD
 3. Bid Phase (5%) \$TBD
 4. Construction Phase (25%) \$TBD
- b. CONSULTANT may, with OWNER's consent, alter the distribution of compensation between individual phases of the Work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by OWNER.
- c. 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, plus CONSULTANT's SUBCONSULTANT's charges.

- d. The Standard Hourly Rates charged by CONSULTANT constitute full and complete compensation for CONSULTANT's services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include CONSULTANT's SUBCONSULTANT's charges.
- e. CONSULTANT's Standard Hourly Rates are attached to this Agreement as Attachment C-1.

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

- a. Geotechnical Investigation \$TBD (if deemed necessary)
- b. Permitting \$TBD (if deemed necessary)

OWNER shall pay CONSULTANT for Resident Project Representative Basic Services (if deemed necessary) as follows:

1. Resident Project Representative Services: For services of CONSULTANT's Resident Project Representative, if requested, as outlined in Part 2.D of Attachment A, a total amount of \$TBD, at the hourly rate as listed in Attachment C-1.
2. Resident Project Representative Schedule: The total amount set forth above is based on full-time RPR services on an eight-hour workday Monday through Friday over a TBD-day construction schedule.



FEE SCHEDULE
AIMS GROUP, INC.

<u>Category of Personnel</u>	<u>Payable Hourly Rate</u>
Principal/Officer	\$280.00
Project Manager	\$240.00
Registered Engineer	\$180.00
Engineer Intern	\$130.00
CADD Technician	\$120.00
CADD Draftsman	\$90.00
Clerical	\$75.50
Resident Inspector	\$92.00

September 2022

RESOLUTION

BE IT RESOLVED by the Board of Directors of AIMS Group, Inc., domiciled in the parish of Jefferson, that Thomas R L/Hoste is here by authorized and empowered to execute any and all contracts of whatever kind on behalf of the corporation.

CERTIFICATE

I Kirk Juneau of Aims Group Inc. do hereby certify that the foregoing resolution is a true an exact copy unanimously adopted by the Board of Directors of said corporation at a meeting thereof legally held on the 14th day of November, 2022.; that said resolution is duly entered into the records of said corporation; that it has not been rescinded or modified; and that it is now in full force and effect. IN TESTIMONY WHEREOF, I have hereunto set my hand and the seal of said corporation this 14th day of November, 2022.

Kirk Juneau

NAME

DIRECTOR/TREASURER

TITLE

2022-0338

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

ORDINANCE NO. _____

An ordinance approving and authorizing the execution of a contract with Cycle Construction Company, LLC, for the Hydraulic Bottleneck Near Destrehan P.S. No. 2, (Project No. P190507) in the amount of \$2,264,960.00.

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., to perform engineering services for Hydraulic Bottleneck Near Destrehan P.S. No. 2 (Project No. P190507) also known as a project that improves conveyance capacity in a canal in the vicinity of Destrehan Pump Station (P.S.) No. 2. (Parish Project Number P190507); and,

WHEREAS, sealed bids were received by St. Charles Parish on October 18, 2022, for Parish Project No. P190507 Hydraulic Bottleneck Near Destrehan P.S. No. 2; and,

WHEREAS, Evans-Graves Engineers, Inc., the Engineer for the Project, has reviewed the bids and recommends that the contract be awarded to the lowest bidder, Cycle Construction Company, LLC, in the total amount of \$2,264,960.00.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the bid of Cycle Construction Company, LLC, for the construction of St. Charles Parish Hydraulic Bottleneck Near Destrehan P.S. No. 2, (Project No. P190507) is hereby approved and accepted in the amount of \$2,264,960.00.

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:

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

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED : _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

SECTION 00500

CONTRACT

This agreement entered into this _____ day of _____, 20____, by Cycle Construction Company, LLC, hereinafter called the "Contractor", whose business address is 6 E 3rd 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: Hydraulic Bottleneck Near Destrehan P.S. No. 2 Project Number: P190507

1.02 The abovementioned work shall be completed in strict accordance with Contract Documents prepared by: Evans-Graves Engineers, 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 September 6, 2022, Addenda number(s) 1, 2, 3, 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: furnishing and installing steel sheet piling and cap, including a tieback and anchor system over a gas pipeline corridor, excavation in an existing canal, and removal of existing sheet piling and tiebacks.

ARTICLE 2

ENGINEER

2.01 The Project has been designed by Evans-Graves Engineers, 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 One Hundred Twenty (120) calendar days from the date stated in the Notice to Proceed.

ARTICLE 4

LIQUIDATED DAMAGES

4.01 Owner and Contractor recognize that the Owner will suffer direct financial loss if Work is not completed within the Contract Time specified plus any extensions thereof allowed in accordance with these General Conditions of this Contract, and therefore, time is of the essence. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Contractor and Surety agree to forfeit and pay Owner One Thousand Five Hundred dollars \$1,500.00 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) (\$2,264,960.00) Two Million Two Hundred Sixty-four Thousand Nine Hundred Sixty 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 3 inclusive)
- h) Contract documents bearing the general title "Hydraulic Bottleneck Near Destrehan P.S. No. 2, St. Charles Parish Project No. P190507" dated September 6, 2022.
- i) Drawings, consisting of a cover sheet dated) September 6, 2022 and the sheets listed on Drawing One (1); each sheet bearing the following general title: "Hydraulic Bottleneck Near Destrehan P.S. No. 2, St. Charles Parish Project No. P190507"
- 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

CONTRACTOR: Cycle Construction Company, LLC

By: _____

By: 

Jonathan N. Kernion, Jr.

Title: _____

Title: Vice President

ATTEST:

ATTEST:

By: _____

By: 

Betty Odinet

Title: _____

Title: Contract Administrator

END OF SECTION



MATTHEW JEWELL
PARISH PRESIDENT

MILES BINGHAM, P.E.
DIRECTOR

ST. CHARLES PARISH

PUBLIC WORKS

OCT 19 2022

NOTICE OF INTENT TO AWARD

October 19, 2022

TO: Cycle Construction Company, LLC
6 E 3rd St
Kenner, LA 70062
ATTN.: Jonathan N. Kernion, Jr.

PROJECT NAME: Hydraulic Bottleneck Near Destrehan P.S. No. 2

PROJECT NO: P190507

To Whom It May Concern:

You are hereby notified that your bid dated October 18, 2022, for the above Project has been considered. You are the apparent Lowest Responsible Bidder and may be awarded the Contract once all the required documents have been received, reviewed, successfully voted by the St. Charles Parish Council, and executed by the St Charles Parish President.

The Contract Price of this award is Two Million Two Hundred Sixty-Four Thousand Nine Hundred Sixty and 00/100 Dollars (\$2,264,960.00).

SCP-E-00810

00810-1

Revised April 7, 2021

100 River Oaks Drive, Destrehan LA 70047 • Phone: (985) 783-5102 • Fax: (985) 725-2250 • stcharlesparish-la.gov

Deliver all documents to:

Engineer
Evans-Graves Engineers, Inc.
909 Poydras Street, Suite 3050
New Orleans, LA 70112

Deliver the following documents by October 28, 2022

1. Six (6) original Employment Status Verification Affidavit (Section-SCP-E-00475)
See La. R.S. 38:2212(B)(3)(a);
2. Six (6) original Non Collusion and Non Solicitation Affidavit (Section-SCP-E-00480)
See La. R.S. 38:2224;
3. Six (6) original Attestation Clause (Section-SCP-E-00470) See La. R.S. 38:2227;
4. Six (6) original Request to Sublet (Section-SCP-E-00816).

Deliver the following documents by November 4, 2022

1. Six (6) originals of the Contract between Owner and Contractor (Section-SCP-E-00500) signed and completed. **Do not date the forms**; this will be accomplished upon execution of the Contract by the Owner. Contract price must agree with amount on Louisiana Uniform Public Work Bid Form (Section-SCP-E-00300).
2. Six (6) original Payment Bond Forms (Section-SCP-E-00610) completed, signed, dated, and sealed. **Do not put date in blank on page 00610-1 & page 00610-2**; this document will be dated upon execution of the Contract by the Owner.
3. Six (6) original Performance Bond Forms (Section-SCP-E-00611) completed, signed, dated, and sealed. **Do not put date in blank on page 00611-1 & page 00611-2**; this document will be dated upon execution of the Contract by the Owner.
4. Six (6) original Certificates of Insurance. Computer generated signature acceptable. The Certificate must name St Charles Parish as an additional insured on all general liability policies and the standard cancellation clause must read as follows:

“Should any of the above described policies be canceled or changed by restricted amendment before the expiration date thereof, the issuing Company will give thirty (30) days written notice by registered mail, return receipt requested, to the below named certificate holder.”
5. Six (6) original Authorization Letters from the bonding Company(s), that are issuing the Performance and Payment Bonds to St. Charles Parish, authorizing the Parish to

date the Bonds and Power of Attorney to coincide with the time of execution of the contract by St. Charles Parish. The Bonding Company is to fill in the location where the bond was signed.

6. Six (6) original Authorization Letters from the Contractor authorizing St. Charles Parish to date the contracts on behalf of the Parish at the time of execution of the contracts by St. Charles Parish.

Permits – Contractor is responsible for applying and receiving all required permits before construction mobilization. Refer to specifications Section-SCP-E-01800 and Section-SCP-E-01810 for other details and requirements.

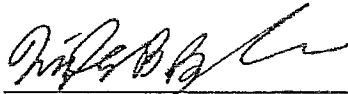
Construction Schedule – Contractor shall submit a construction schedule within 14 days of the date of this notice to the Engineer and Owner. Schedule items will include, as a minimum, the following:

- Time frame will be in days with a starting point at Notice to Proceed
- Review and approval time of submittals
- Order and delivery time of critical path items
- Mobilization and construction set up time
- Construction time
- Anticipated Substantial Completion date
- Anticipated Final Change Order submittal date
- Anticipated project closure date

Failure to comply with these conditions within the time specified will entitle Owner to consider the bid abandoned, to annul this Notice of Intent to Award and to declare the Bid Security forfeited.

Within sixty (60) days after compliance with the above conditions, the Owner will return to the Contractor one fully signed counterpart of the Contract Documents.

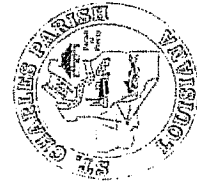
If you have any questions, or if we can be of any further assistance, please do not hesitate to contact this office at 985-783-5102, Monday through Thursday 7:30am to 4:30pm.



Miles B. Bingham, P.E.
Director Public Works/Wastewater

cc:

Brad Berthelot, Public Works Accountant
Andre Ford, P.E., Public Works Engineer
Stephen Lundgren, P.E., Engineering Company Engineer
P190507, Project File
Michelle Impastato, Parish Council Secretary



PROJECT TITLE: HYDRAULIC BOTTLENECK NEAR DESTREHAN P.S. 2

PROJECT NO: P190507

DATE & TIME: Tuesday, October 18th at 10:00 AM

ENGINEER'S ESTIMATE \$1,850,000.00



EVANS-GRAVES
ENGINEERS, INC.

ITEM	DESCRIPTION	QTY	UNIT	Cycle Construction Co., LLC		M.R. Pittman Group, LLC		Engineer's Estimate	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	MOBILIZATION / DEMOBILIZATION	1	LS	\$275,000.00	\$275,000.00	\$115,100.00	\$115,100.00	\$120,000.00	\$120,000.00
2	CLEARING, REMOVAL OF VEGETATION AND SURFACE OBSTRUCTIONS	1	LS	\$60,000.00	\$60,000.00	\$66,000.00	\$66,000.00	\$22,000.00	\$22,000.00
3	EXCAVATION	1,232	CY	\$40.00	\$49,280.00	\$50.00	\$61,600.00	\$44.00	\$54,208.00
4	STEEL SHEET PILING (45' LONG)	15,930	SF	\$52.00	\$828,360.00	\$75.00	\$1,194,750.00	\$68.00	\$1,083,240.00
5	STEEL SHEET PILING (MODIFIED FOR PIPELINE CROSSINGS)	1,910	SF	\$230.00	\$439,300.00	\$65.00	\$124,215.00	\$90.00	\$171,900.00
6	SHEET PILE WALL STEEL CAP	397	LF	\$330.00	\$131,010.00	\$350.00	\$138,950.00	\$103.00	\$40,891.00
7	REMOVAL OF EXISTING CANTILEVER STEEL SHEET PILE WALL	230	LF	\$200.00	\$46,000.00	\$500.00	\$115,000.00	\$110.00	\$25,300.00
8	REMOVAL OF EXISTING ANCHORED STEEL SHEET PILE WALL, CUT AND ABANDON ANCHORS	70	LF	\$230.00	\$16,100.00	\$525.00	\$36,750.00	\$220.00	\$15,400.00
9	REMOVAL OF EXISTING ANCHORED VINYL SHEET PILE WALL, CUT AND ABANDON ANCHORS	97	LF	\$230.00	\$22,310.00	\$520.00	\$50,440.00	\$198.00	\$19,206.00
10	SHEET PILE MODIFICATIONS FOR UNDERGROUND OBSTRUCTIONS (ANCHORED WALL INSTALLATIONS)	172	LF	\$800.00	\$137,600.00	\$750.00	\$129,000.00	\$358.00	\$61,576.00
11	SHEET PILE INSTALLATION AROUND SHALLOW PIPELINES	3	EA	\$20,000.00	\$60,000.00	\$35,000.00	\$105,000.00	\$12,100.00	\$36,300.00
12	RELOCATION OF INFRASTRUCTURE ITEMS	1	LS	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
13	ENERGY COORDINATION	1	LS	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00
TOTAL BASE BID					\$2,264,960.00		\$2,411,900.00		\$1,850,021.00