

Ord.

2009-0425

**INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(DEPARTMENT OF WATERWORKS)**

ORDINANCE NO. 09-11-4

An ordinance to approve and authorize the execution of Change Order No. 1 for the Cast Iron Replacement – Hwy. 631, Boutte to increase the contract time by 35 calendar Days

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Ordinance No. 09-6-4 adopted June 1, 2009, by the St. Charles Parish Council, approved and authorized the execution of a contract with Kass Bros., Inc. for the Cast Iron Replacement – Hwy. 631, Boutte in the amount of \$794,821.00 and,

SECTION II. That it is necessary to increase the contract time by 35 calendar days.

NOW, THEREFORE, BE IT ORDAINED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby approve and authorize the execution of Change Order No. One (1) for the Cast Iron Replacement – Hwy. 631, Boutte to increase the contract time by 35 Calendar Days.

BE IT FURTHER ORDAINED, that the Parish President is hereby authorized to execute this Change Order to the contract.

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

YEAS: SCHEXNAYDRE, AUTHEMENT, RAYMOND, TASTET, BENEDETTO,
COCHRAN, NUSS
NAYS: NONE
ABSENT: HOGAN, LAMBERT

And the ordinance was declared adopted this 2nd day of November, 2009, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____
SECRETARY: Dorinda Gaud Jucker
DLVD/PARISH PRESIDENT: November 3, 2009
APPROVED: _____ DISAPPROVED: _____
PARISH PRESIDENT: WJ
RETD/SECRETARY: November 3, 2009
AT: 4:34 pm RECD BY: BA

RECORDED IN THE ST. CHARLES PARISH
CLERK OF COURT OFFICE
ON November 9, 2009
AS ENTRY NO. 356489
IN MORTGAGE/CONVEYANCE BOOK
NO. 1350 FOLIO 71

SECTION 00806
CHANGE ORDER

No. 1

DATE OF ISSUANCE _____

EFFECTIVE DATE _____

OWNER St. Charles Parish Department of Waterworks
 CONTRACTOR KASS Bros., Inc.
 Contract: _____
 Project: Cast Iron Replacement - Hwy 631, Boutte, La.
 OWNER's Contract No. WWKS51 ENGINEER's Contract No. N/A
 ENGINEER Danny J. Hebert, P.E., L.L.C.

You are directed to make the following changes in the Contract Documents:
 Description: Time delay due to BNSF Railroad Permit July, 2009; - 18 calendar days. Weather delays due to the National Weather Service documented information: August 2009, 6 calendar days rain time; September, 2009, 8 calendar days rain time; and October, 2009, 3 calendar days rain time. Combined total of 35 calendar days.
 Reason for Change Order: Contract time adjustment due to BNSF Railroad Permit dated July 31, 2009 and (Notice to Proceed on July 6, 2009) and inclement weather.
 Attachments: (List documents supporting change)

CHANGE IN CONTRACT PRICE:
Original Contract Price \$ <u>794,821.00</u>
Net Increase (Decrease) from previous Change Orders No. ___ to ___: \$ <u>N/A</u>
Contract Price prior to this Change Order: \$ <u>794,821.00</u>
Net increase (decrease) of this Change Order: \$ <u>N/A</u>
Contract Price with all approved Change Orders: \$ <u>794,821.00</u>

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: <u>November 2, 2009</u> Ready for final payment: <u>N/A</u> (days or dates)
Net change from previous Change Orders No. ___ to ___: No. ___: Substantial Completion: <u>N/A</u> Ready for final payment: <u>N/A</u> (days)
Contract Times prior to this Change Order: Substantial Completion: <u>November 2, 2009</u> Ready for final payment: <u>N/A</u> (days or dates)
Net increase this Change Order: <u>35 calendar days</u> Substantial Completion: <u>December 7, 2009</u> Ready for final payment: <u>N/A</u> (days)
Contract Times with all approved Change Orders: Substantial Completion: <u>N/A</u> Ready for final payment: <u>N/A</u> (days or dates)

RECOMMENDED: [Signature] APPROVED: [Signature] ACCEPTED: [Signature]
 By: [Signature] ENGINEER (Authorized Signature) By: [Signature] OWNER (Authorized Signature) By: [Signature] CONTRACTOR (Authorized Signature)
 Date: 10/19/09 Date: 11-9-09 Date: 10/19/09

PIPELINE LICENSE

*Dated
BNSF Permit*

THIS LICENSE ("License"), made as of the 31st day of July, 2009 ("Effective Date") by and between BNSF RAILWAY COMPANY, a Delaware corporation ("Licensor") and ST. CHARLES PARISH - DEPT. OF WATER WORKS, ("Licensee").

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree to the following:

GENERAL

1. Licensor hereby grants Licensee a non-exclusive license, subject to all rights, interests, and estates of third parties, including, without limitation, any leases, use rights, easements, liens, or other encumbrances, and upon the terms and conditions set forth below, to construct and maintain, in strict accordance with the drawings and specifications approved by Licensor as part of Licensee's application process (the "Drawings and Specifications"), one (1) Pipeline(s), twelve (12) inches in diameter inside an eighteen (18) inch steel casing ("PIPELINE"), across or along the rail corridor of Licensor at or near the station of Boutte, Parish of St. Charles, State of Louisiana, Line Segment 1281, Mile Post 23.91 and Mile Post 25.10 to 24.86, as shown on the attached Drawing No. 1-46520A and 1-46520B, dated May 26, 2009, attached hereto as Exhibit "A" and made a part hereof ("Premises").
2. Licensee shall not disturb any improvements of Licensor or Licensor's existing lessees, Licensees, easement beneficiaries or lien holders, if any, or interfere with the use of such improvements.
3. Licensee shall use the Premises solely for construction and maintenance of a PIPELINE in accordance with the Drawings and Specifications carrying potable water. Licensee shall not use the PIPELINE to carry any other commodity or use the Premises for any other purpose.

Licensee covenants that it will not handle or transport "hazardous waste" or "hazardous substances", as "hazardous waste" and "hazardous substances" may now or in the future be defined by any federal, state, or local governmental agency or body through the PIPELINE on Licensor's property. Licensee agrees periodically to furnish Licensor with proof, satisfactory to Licensor that Licensee is in such compliance. Should Licensee not comply fully with the above-stated obligations of this Section, notwithstanding anything contained in any other provision hereof, Licensor may, at its option, terminate this License by serving five (5) days' notice of termination upon Licensee. Upon termination, Licensee shall remove the PIPELINE and restore Licensor's property as herein elsewhere provided.

4. In case of the eviction of Licensee by anyone owning or claiming title to or any interest in the Premises, or by the abandonment by Licensor of the affected rail corridor, Licensor shall not be liable to refund Licensee any compensation paid hereunder, except for the pro-rata part of any recurring charge paid in advance, or for any damage Licensee sustains in connection therewith.