

2024-0047

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

ORDINANCE NO. 24-2-5

An ordinance approving and authorizing the execution of a Contract with Orion Industrial Construction, LLC for the East Bank Water Intake Platform Repairs (Project No. WWKS 110), in the amount of \$3,185,675.00.

WHEREAS, on December 7, 2021, St. Charles Parish and Infinity Engineering Consultants, LLC entered into an Emergency Agreement to perform engineering services for the East Bank Water Intake Platform Repairs (Project No. WWKS 110), in the amount not to exceed \$229,400.00; and,

WHEREAS, sealed bids were received by St. Charles Parish on December 21, 2023, for the East Bank Water Intake Platform Repairs (Project No. WWKS 110); and,

WHEREAS, Infinity Engineering Consultants, LLC has reviewed the bids and recommend that the Contract be awarded to the low bidder, Orion Industrial Construction, LLC, in the amount of \$3,185,675.00.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the bid of Orion Industrial Construction, LLC for the East Bank Water Intake Platform Repairs (Project No. WWKS 110), is hereby approved and accepted in the amount of \$3,185,675.00.

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

SECTION III. A final Notice of Contract shall be printed and filed in place of the contract documents with the St. Charles Parish Clerk of Court and in the records of the St. Charles Parish Council.

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

YEAS: MOBLEY, FONSECA, WILSON, SKIBA, PILIE, COMARDELLE,
O'DANIELS, FISHER, DEBRULER

NAYS: NONE

ABSENT: NONE

And the ordinance was declared adopted this 5th day of February, 2024, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Fisher

SECRETARY: Michelle Lapastolo

DLVD/PARISH PRESIDENT: February 6, 2024

APPROVED: ✓ DISAPPROVED:

PARISH PRESIDENT: Matthew Jewell

RETD/SECRETARY: February 7, 2024

AT: 10:33am RECD BY: [Signature]

RECORDED IN THE ST. CHARLES PARISH
CLERK OF COURT OFFICE

ON 4/16/24

AS INSTRUMENT NO. 481018

IN (MORTGAGE) CONVEYANCE/OATH BOOK

NOTICE OF CONTRACT

ORDINANCE NO. 24-2-5

East Bank Water Intake Platform Repairs
PROJECT NUMBER WWKS 110

STATE OF LOUISIANA

PARISH OF ST. CHARLES

PLEASE TAKE NOTICE that by virtue of a written contract dated April 4, 2024 St. Charles Parish, 15045 River Road, P. O. Box 302, Hahnville, LA 70057, through its Parish President, Matthew Jewell, duly authorized by Ordinance No. 24-2-5 adopted by the St. Charles Parish Council on February 5, 2024, and Orion Industrial Construction, LLC, 4440 Highway 225, Suite 180, Deer Park, TX 77536, through Timothy Driver, Senior Vice President of Operations, entered into a contract to 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: East Bank Water Intake Platform Repairs, Project Number WWKS 110, in St. Charles Parish, Louisiana, for the price and sum of THREE MILLION ONE HUNDRED EIGHTY-FIVE THOUSAND SIX HUNDRED SEVENTY-FIVE DOLLARS AND 00/100, (\$3,185,675.00), the work under the Contract to be completed within three hundred sixty-five (365) calendar days from the date of the Notice to Proceed.

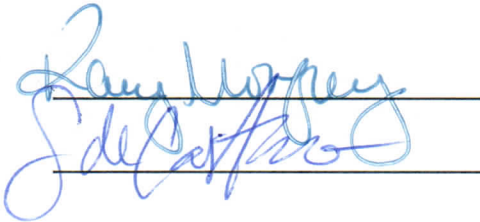
Said basic work is generally described as follows: The East Bank Water Intake Platform located along the Mississippi River in St. Charles Parish was damaged during Hurricane Ida. This project includes the stabilization of the platform and the repairs necessary to return the platform to its pre-damaged conditions. The proposed work includes repairs to the concrete platform deck, removing and replacing the damaged gantry crane structure, repairing damaged concrete cap beams, repairing/replacing structural steel framing, replacing the electrical building and with contents within, and replacing damaged steel piles according to the Contract Documents prepared by Infinity Engineering Consultants, LLC dated and certified on September 14, 2023.

The contract price is firm and subject only to modifications by written change order agreed to by both parties. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. The complete Contract Documents may be reviewed at the Records Office of the St. Charles Parish Council, 3rd floor, Parish Courthouse, 15045 River Road, Hahnville, LA.

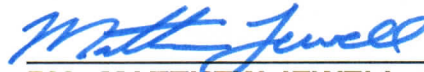
Principal Work Location: Mississippi River Mile Marker 125.2. All of the work of this Contract is located in rights-of-way owned and/or granted right to use by St. Charles Parish.

THUS DONE AND SIGNED, this 16 day of April, 2024, in the presence of the undersigned.

WITNESSES:

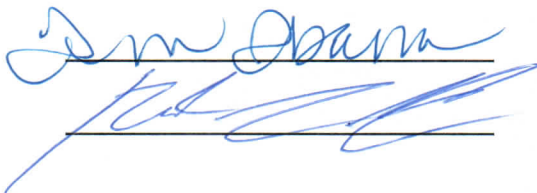


ST. CHARLES PARISH


BY: MATTHEW JEWELL
PARISH PRESIDENT

THUS DONE AND SIGNED, this 9 day of April, 2024, in the presence of the undersigned.

WITNESSES:



ORION INDUSTRIAL CONSTRUCTION, LLC


BY: TIMOTHY DRIVER
SENIOR VICE PRESIDENT OF
OPERATIONS

SECTION SCP-E-00500

CONTRACT

This agreement entered into this 4th day of April, 20 24, by Orion Industrial Construction, LLC hereinafter called the "Contractor", whose business address is 4440 Hwy. 225, Suite 180, Deer Park, TX 77536, 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: East Bank Water Intake Platform Repairs

Project Number: WWKS 110

- 1.02 The abovementioned work shall be completed in strict accordance with Contract Documents prepared by: Infinity Engineering Consultants, LLC.
- 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 14, 2023, Addenda number(s) 6, 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: Water Intake Platform Repairs.

ARTICLE 2

ENGINEER

- 2.01 The Project has been designed by Infinity Engineering Consultants, LLC who is hereinafter called "Engineer" and who will assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3

CONTRACT TIME

- 3.01 The Contractor shall complete the Work under the Contract within 365 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 Seven Hundred and Fifty dollars \$750 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) (\$ 3,185,675.00) Three Million One Hundred Eighty-Five Thousand Six Hundred Seventy-Five and 00/100 Dollars based on unit prices specified within this contract document. Contract price is firm and subject only to modification by written Change Order agreed to and signed by both parties and the Engineer and approved by the St. Charles Parish Council.

ARTICLE 6

PAYMENT PROCEDURES

- 6.01 Contractor shall submit Applications for Payment to the Engineer in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.
- 6.02 Progress Payments. Progress payments will be based upon estimated quantities of contract unit price items or upon estimated percentages of completion of the schedule of lump sum values of labor and materials incorporated into the Work or suitably stored, on the last day of each month or other mutually agreed regular monthly date ending the progress payment period, less retainage.
- 6.03 Application for Payment Form. The form of the Application for Payment must be suitable to the Owner. The Owner reserves the right to withhold payment until the form of Application for Payment is deemed acceptable by the Owner.
- 6.04 Retainage. Per Paragraph 15.01.D retainage shall be withheld and payments will be made by the Owner in the payment amount of:
 - a) Ninety percent (90%) of the approved payment applications for projects with contract of less than \$500,000.00; or
 - b) Ninety-five percent (95%) of the approved payment applications for projects with contract prices of \$500,000.01 or greater.
- 6.05 The normal retainage shall not be due the Contractor until after Substantial Completion and expiration of the forty-five (45) day lien period and submission to the Engineer of a clear lien certificate and invoice for retainage.
- 6.06 Final Payment. Upon the final completion of all Work, the Contractor may request a final inspection and may make a final Application for Payment as provided by Paragraph 15.06 of the General Conditions.
- 6.07 Final Acceptance. When Final Acceptance is granted by the Owner, the Owner shall file the certificate with the Recorder of Mortgages for St. Charles Parish.
- 6.08 At the expiration of the lien period the Contractor shall obtain a certificate from the Recorder of Mortgages of the Parish of St. Charles that the Contract is clear of any liens or privileges, and said certificate shall be presented to the Owner for final payment and release of retainage, less any such sums as may be lawfully withheld under the Contract.

- 6.09 Claims. Pursuant to La. R.S. 38:2242, when the Owner receives any claim of nonpayment arising out of the Contract, the Owner shall deduct such claim from the Contract Sum. The Contractor, or any interested party, may deposit security, in accordance with La. R.S. 38:2242.2, guaranteeing payment of the claim with the Recorder of Mortgages for St. Charles Parish. When the Owner receives original proof of such guarantee from the Recorder of Mortgages, the claim deduction will be added back to the Contract Sum.

ARTICLE 7

CONTRACTOR'S REPRESENTATIONS

- 7.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
- 7.02 Contractor has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or finishing of the Work.
- 7.03 Contractor has studied carefully all reports of explorations and tests of subsurface physical conditions and drawings of physical conditions which are identified in the Information Available To Bidders and as provided in the General Conditions.
- 7.04 Contractor has obtained and carefully studied (or assumed responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Paragraph 2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or which otherwise may affect the cost, progress, performance or furnishing of the Work as Contractor considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents. In exercising its responsibility with respect to subsurface conditions and physical conditions at the site, Contractor has or will obtain or perform at no additional cost to the Owner such additional examinations, investigations, explorations, tests, reports, studies, or similar information or data as may be required by Contractor for such purposes.

ARTICLE 8

CONTRACT DOCUMENTS

- 8.01 The following Contract Documents, which comprise the entire Agreement between Owner and Contractor, are all hereby made a part of that Agreement to the same extent as if incorporated herein in full:
- a) Contract (Section 00500)
 - b) Performance Bond (Section 00611)

- c) Payment Bond (Section 00610)
- d) Insurance Certificates
- e) Advertisement for Bids (Section 00010)
- f) Louisiana Uniform Public Works Bid Form (Section 00300)
- g) Addenda (Numbers 1 to 6 inclusive)
- h) Contract documents bearing the general title East Bank Water Intake Platform Repairs dated September 14, 2023.
- i) Drawings, consisting of a cover sheet dated September 14, 2023, and the sheets listed on Drawing September 14, 2023; each sheet bearing the following general title: East Bank Water Intake Platform Repairs.
- j) General Conditions (Section 00700)

There are no Contract Documents other than those listed above in this Article 8. The Contract may only be amended, modified or supplemented as provided for in the General Conditions.

ARTICLE 9

MISCELLANEOUS

- 9.01 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and, unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents. Notwithstanding the foregoing, the Owner may assign this contract to the State of Louisiana or any political subdivision, municipality, special district or authority thereof without Contractor's consent and without recourse.
- 9.02 Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 9.03 It is hereby agreed and understood by the parties hereto that any and all disputes that may result in litigation shall be litigated in the 29th Judicial District Court for the Parish of St. Charles.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement effective as of the date first written above. All portions of the Contract Documents have been signed or identified by Owner and Contractor or by Engineer on their behalf.

OWNER: Parish of St. Charles

By: Matt Jewell

Title: Parish President

CONTRACTOR:

By: Sammy Davis

Title: Sr. Vice President of Operations

ATTEST:

By: Karyn Wray

Title: Exec. Asst.

ATTEST:

By: Donna

Title: Contracts Administrator

END OF SECTION

SECTION SCP-E-00611

PERFORMANCE BOND

Orion Industrial Construction, LLC; 12000 Aerospace Ave., Suite 300, Houston, TX 77034

as Principal, and Markel Insurance Company,

a surety company or companies authorized to do business in Louisiana, as Surety, are bound, in solido, unto

St. Charles Parish Department of Waterworks

in the sum of

Three Million One Hundred Eighty-Five Thousand

Six Hundred Seventy-Five and 00/100

DOLLARS (\$ 3,185,675.00),

payable in lawful money of the United States, in order to secure the full and faithful performance and timely completion of the project described below according to its plans and specifications, including, but not limited to the payment of stipulated damages as specified in the contract, and to this bond do obligate their heirs, successors and assigns. In the case of cosureties, the cosureties assume an obligation in the sum of

DOLLARS (\$ _____),

for _____ and

DOLLARS (\$ _____),

for _____

The consideration of this bond is such, that if the Principal shall perform this contract, made and entered into

on the 4th day of April, 20 24,

to construct Parish Project No. WWKS 110 State Project No. (if applicable) _____

entitled EAST BANK WATER INTAKE PLATFORM REPAIRS

Parish St. Charles, consisting of East Bank Water Intake Platform Repairs

according to the stipulations in said contract attached hereto and made a part hereof, at the time and in the manner and form specified; perform all labor and work; and shall furnish all materials as specified in said contract, and the plans a specifications thereto attached and made a part thereof; this obligation shall be void; otherwise to remain in effect.

It is agreed by the parties that this bond is given in accordance with Louisiana Revised Statutes of 1950, Title 38, Chapter 10.

In faith whereof, we have subscribed this obligation at Houston, TX, ~~XXXXXX~~

Witness our hands and seals, this 4th day of April, 20 24.

Witness

Tim Darn
Ferr, Darn

Michael Garcia
Michael Garcia, Witness to Surety

Orion Industrial Construction, LLC

Principal

By Timothy Driver (Seal)
TIMOTHY DRIVER
Type or Printed Name

Markel Insurance Company

Surety

By Ashley Coleman (Seal)
Attorney-in-Fact
Ashley Coleman
Type or Printed Name

Second Surety

By _____ (Seal)
Attorney-in-Fact

Type or Printed Name

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SECTION SCP-E-00610

PAYMENT BOND

Orion Industrial Construction, LLC; 12000 Aerospace Ave., Suite 300, Houston, TX 77034

as Principal, and Markel Insurance Company,
a surety company or companies authorized to do business in Louisiana, as Surety, are bound, in solido,
unto St. Charles Parish Department of Waterworks

and unto all subcontractors, workmen and furnishers of materials and equipment, jointly in the sum of
Three Million One Hundred Eighty-Five Thousand
Six Hundred Seventy-Five and 00/100 DOLLARS (\$ 3,185,675.00),

payable in lawful money of the United States, and to this bond do obligate their heirs, successors and assigns. In the case of cosureties, the cosureties assume an obligation in the sum of

_____ DOLLARS (\$ _____),

for _____ and _____

_____ DOLLARS (\$ _____),

for _____

The consideration of this bond is such, that if the Principal shall perform this contract, made and entered into on the

_____ 4th day of April, 2024.

to construct Parish Project No. WWKS 110 State Project No (If Applicable) _____

entitled EAST BANK WATER INTAKE PLATFORM REPAIRS

Parish St. Charles, consisting of East Bank Water Intake Platform Repairs

according to the stipulations in said contract attached hereto and made a part hereof, pay all sums due on materials and supplies used and for wages earned by workmen employed on the work; this obligation shall be void; otherwise to remain in effect.

It is agreed by the parties that this bond is given in accordance with Louisiana Revised Statutes of 1950, Title 38, Chapter 10.

In faith whereof, we have subscribed this obligation at Houston, TX, ~~KOLSKNAK~~

Witness our hands and seals, this 4th day of April, 20 24,

Witness

Tim Ibarra
FERRI Ibarra

Michael Garcia

Michael Garcia, Witness to Surety

Orion Industrial Construction, LLC

Principal

By Timothy Driver (Seal)

TIMOTHY DRIVER
Type or Printed Name

Markel Insurance Company

First Surety

By Ashley Coleman (Seal)
Attorney-in-Fact

Ashley Coleman

Type or Printed Name

Second Surety

By _____ (Seal)
Attorney-in-Fact

Type or Printed Name

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