

2025-0308

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

ORDINANCE NO. 25-10-13

An ordinance approving and authorizing the execution of a Contract with Cycle Construction Company, LLC, for the Des Allemands Boat Launch (Project No. P210705), in the amount of \$4,989,859.00.

- WHEREAS,** Ordinance No. 21-4-2 adopted on April 5, 2021, by the St. Charles Parish Council, approved and authorized the execution of an Act of Donation by and between Chevron U.S.A. Inc. and St. Charles Parish for certain parcel of land comprising of approximately 109.8 acres for the purpose of a boat launch and park along Bayou Des Allemands; and,
- WHEREAS,** Ordinance No. 21-8-16 adopted on August 23, 2021, by the St. Charles Parish Council, approved and authorized the execution of a Professional Services Agreement with Duplantis Design Group (DDG), to perform engineering services for a Des Allemands Boat Launch (Project No. P210705); and,
- WHEREAS,** Resolution No. 6639 adopted on June 6, 2022, by the St. Charles Parish Council, approved and authorized the execution of an Intergovernmental Agreement between the State of Louisiana through the Coastal Protection and Restoration Authority and St. Charles Parish regarding the construction of the Des Allemands Boat Launch (BA-0237) project, allocating \$1,841,116.00 in NRDA settlement funds; and,
- WHEREAS,** Ordinance No. 23-7-16 adopted on July 31, 2023, by the St. Charles Parish Council, approved and authorized the execution of a Cooperative Endeavor Agreement between St. Charles Parish and the Lafourche Basin Levee District relative to a levee lift for the Sunset Drainage District within the West Bank Hurricane Protection Levee System (Project A) and access roadway and surcharge area for a future boat ramp located on property known as Des Allemands Boat Launch (Project B); and,
- WHEREAS,** Ordinance No. 24-10-3 adopted on October 21, 2024, by the St. Charles Parish Council, approved and authorized the execution of an Amendment No. 1 to Ordinance No. 21-8-16, which approved the Professional Services Agreement with Duplantis Design Group (DDG), to perform engineering services for the Des Allemands Boat Launch (Project No. P210705), to reallocate funds for the current and future boat launch project phases for the reallocation of funds to account for the construction of the Boat Launch road separate from the Boat Launch itself, resulting in no increase in contract price or time; and,
- WHEREAS,** Resolution No. 6796 adopted on November 4, 2024, by the St. Charles Parish Council, approving Amendment #1 of the St. Charles Parish RESTORE ACT Multiyear Implementation Plan for submission and approval to the U.S. Department of the Treasury in accordance with the requirements of the RESTORE ACT, as of April 17, 2024, St. Charles Parish's Trust Fund Allocation, including Transocean and Anadarko Penalty and Interest Payment Deposits and BP Penalty Deposits available for use is \$514,008.95, which is to be used for this construction of the Des Allemands Boat Launch; and,
- WHEREAS,** Ordinance No. 25-9-7 adopted on September 22, 2025, by the St. Charles Parish Council, approved and authorized the execution of Amendment No. 2 to Ordinance No. 21-8-16, which approved the Professional Services Agreement with Duplantis Design Group (DDG), to perform additional engineering services for the Des Allemands Boat Launch (Project No. P210705), to include construction administration and inspection for the construction of the actual Boat Launch, increasing the contract by \$394,440.19, for an overall value of \$1,004,796.19; and,
- WHEREAS,** sealed bids were received by St. Charles Parish on September 23, 2025, for the Des Allemands Boat Launch (Project No. P210705); and,
- WHEREAS,** Duplantis Design Group, P.C., the Consulting Engineer for the Project, has reviewed the bids and recommends that the Contract be awarded to the lowest responsive and responsible bidder, Cycle Construction Company, LLC, in the amount of \$4,989,859.00.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the bid of Cycle Construction Company, LLC, for the construction of the Des Allemands Boat Launch (Project No. P210705), in the amount of \$4,989,859.00 is hereby approved and accepted.

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, O'DANIELS, FISHER,
DEBRULER
NAYS: NONE
ABSENT: COMARDELLE

And the ordinance was declared adopted this 20th day of October, 2025, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN:

Holly Fonseca

SECRETARY:

Michelle Spadaro

DLVD/PARISH PRESIDENT:

October 21, 2025

APPROVED:

☒

DISAPPROVED:

PARISH PRESIDENT:

Math Jewell

RETD/SECRETARY:

October 22, 2025

AT:

2:21 pm

RECD BY:

[Signature]

SECTION 00500

CONTRACT

This agreement entered into this 22nd day of October, 20 25, by Cycle Construction Company, LLC, hereinafter called the "Contractor", whose business address is 6 E. 3rd Street Kenner, Louisiana, 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: Des Allemands Boat Launch Project Number: P210705

- 1.02 The above mentioned work shall be completed in strict accordance with Contract Documents prepared by: Duplantis Design Group, P.C.

- 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 July 30th, 2025, Addenda number(s) 01, 02, 03, 04, and 05, the Instruction to Bidders, Supplemental Instructions to Bidders, Louisiana Uniform Public Works Bid Form, General Conditions, Supplementary Conditions (if applicable), any Addenda thereto, impose duties and obligations upon the parties herein, and said parties thereby agree that they shall be bound by said duties and obligations. For these purposes, all of the provisions contained in the aforementioned Contract Documents are incorporated herein by reference with the same force and effect as though said Contract Documents were herein set out in full.

- 1.04 The Work is generally described as follows: The proposed project focuses on the development of a Boat Launch Facility on Bayou Des Allemands, aimed at enhancing public access to the waterway and supporting recreational and fishing activities in the region. The centerpiece of the project is a dual-ramp boat launch, accompanied by a wooden dock, fishing pavilions, and fish cleaning stations, all designed to serve the needs of boaters and anglers. To support these core features, the site will include a range of associated amenities such as designated parking areas for vehicles and trailers, ADA-compliant access paths, concrete driveways and sidewalks, public restrooms, site lighting, a dumpster area, and utility infrastructure. Landscaping will be incorporated to improve the site's appeal and environmental integration, while a marked entrance will provide access from WPA Road. Once completed, the facility will be owned and maintained by St. Charles Parish, ensuring long-term community benefit and stewardship.

ARTICLE 2

ENGINEER

- 2.01 The Project has been designed by Duplantis Design Group, P.C. 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 one thousand dollars \$1,000 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) (\$ 4,989,859.00) Four Million Nine Hundred Eighty-Nine Thousand Eight Hundred Fifty-Nine 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 01 to 05 inclusive)
 - h) Contract documents bearing the general title "Des Allemands Boat Launch" dated July 30th, 2025.
 - i) Drawings, consisting of a cover sheet dated July 30th, 2025 and the sheets listed on Drawing; each sheet bearing the following general title:
 - 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.
- 9.04 In accordance with La R.S. 38:2216.1 and 39:1602.2, Contractor agrees that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on the entity's or association's status as a firearm entity or firearm trade association. Further, Contractor agrees that it will not discriminate against a firearm entity or firearm trade association during the term of the contract based solely on the entity's or association's status as a firearm entity or firearm trade association.

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: Jonathan N. Kernion, Jr.

Title: Chief Operating Officer

ATTEST:

By: Laurel Morgan

Title: Exec. Asst.

ATTEST:

By: Mitchell Roth

Title: Preconstruction Executive

END OF SECTION