St. Charles Parish

Meeting Agenda

Parish Council

Supplemental

St. Charles Parish Courthouse
15045 Highway 18
P.O. Box 302
Hahnville, LA 70057
985-783-5000
scpcouncil@st-charles.la.us
http://www.stcharlesparish-la.gov

Council Chairman Billy Raymond, Sr.
Councilmembers Carolyn K. Schexnaydre, Terry Authement,
Shelley M. Tastet, Wendy Benedetto, Paul J. Hogan,
Larry Cochran, Marcus M. Lambert, Dennis Nuss

Monday, February 8, 2010 **6:00 PM** **Council Chambers, Courthouse**

Final

SUPPLEMENTAL

ORDINANCES/RESOLUTIONS INTRODUCED FOR PUBLICATION/PUBLIC HEARING

Monday, March 1, 2010, 6:00 pm, Council Chambers, Courthouse, Hahnville

S* 1 **2010-0076** (2/8/2010, St. Pierre, Department of Public Works)

An ordinance approving and authorizing the execution of Change Order No. 1 for Parish Project No P090103-3, Road Maintenance 2009, to add additional work in the amount of $246,807.98 to make full use of St. Charles Parish budgeted amount of $970,000.

Legislative History:

2/8/10 Parish President Introduced

MEETINGS, ANNOUNCEMENTS, NOTICES, ETC.

ANNOUNCEMENTS

*KREWE OF DES ALLEMANDS PARADE: Sunday, 2/14/10, 2PM, Des Allemands***TIME CHANGED - 1PM****

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.

2010-0076

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

ORDINANCE NO. _____

An ordinance approving and authorizing the execution of Change Order No. 1 for Parish Project No P090103-3, Road Maintenance 2009, to add additional work in the amount of $246,807.98 to make full use of St. Charles Parish budgeted amount of $970,000.

WHEREAS, Ordinance No. 09-12-16 adopted December 21, 2009 by the St. Charles Parish Council awarded construction of Parish Project No P090103-3, Road Maintenance 2009, to Barriere Construction Co, LLC; and,

WHEREAS, since the bid provided by Barriere Construction Co. LLC, was $726,761.44; well below the $970,000 budgeted by St Charles Parish; St. Charles Parish wishes to expend the budgeted amount; and,

WHEREAS, additional work was identified and St. Charles Parish wishes to have the work performed; and,

WHEREAS, it is necessary to amend the contract to add the additional work and to adjust the original contract quantities with current quantities resulting in an increase to the contract amount by $246,807.98.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Change Order No. 1 for Parish Project No. No P090103-3, Road Maintenance 2009, to increase the contract amount by $246,807.98 is hereby approved.

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

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

And the ordinance was declared adopted this _____ day of _____, 2010, to become effective five (5) days after this publication in the official journal.

CHAIRMAN:_____

SECRETARY:_____

DLVD/PARISH PRESIDENT:_____

APPROVED:_____ DISAPPROVED:_____

PARISH PRESIDENT:_____

RETD/SECRETARY:_____

AT:_____ RECD BY: _____

CHANGE ORDER

No. 1 2

DATE OF ISSUANCE _____ EFFECTIVE DATE _____

OWNER: St. Charles Parish
CONTRACTOR: Barriere Construction Co., L.L.C.,
Contract: St. Charles Parish Road Maintenance 2009
Project: St. Charles Parish Road Maintenance 2009
OWNER's Contract No.: P090103-3 ENGINEER's Contract No.: 51206102-003
ENGINEER: G.E.C., Inc.

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

Description:

1. Delete the Following Work Items:

   N/A

2. Add the Following Work Items:

   N/A

3. Revise the Following Work Item Quantities:

   a. Contract Item No. 2- Base Bid: 6" Depth Asphalt Patching

   Current:

DESCRIPTION: 6-Inch Depth Asphalt Patching				X Base Bid or ❑ Alt.# ___
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
2	473.00	Ton	$150.00	$70,950.00

Change to:

DESCRIPTION: 6-Inch Depth Asphalt Patching				X Base Bid or ❑ Alt.# ___
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
2	540.31	Ton	$150.00	$81,046.50

A difference of (+$10,096.50)

b. Contract Item No. 8- Base Bid: 2" Cold Plane

Current:

DESCRIPTION: 2" Cold Plane				X Base Bid or ❑ Alt.# ___
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
8	28,239.1	Square Yards	$1.00	$28,239.10

Change to:

DESCRIPTION: 2" Cold Plane				X Base Bid or ❑ Alt.# ___
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
8	38,577.1	Square Yards	$1.00	$38,577.10

A difference of (+$10,338.00)

c. Contract Item No. 9- Base Bid: 2" Asphalt Overlay
Current:

DESCRIPTION: 2" Asphalt Overlay				X Base Bid or ❑ Alt.# ___
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
9	3,115.77	Tons	$82.00	$255,493.14

Change to:

DESCRIPTION: 2" Asphalt Overlay				X Base Bid or ❑ Alt.# ___
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
9	4,252.93	Tons	$82.00	$348,740.26

A difference of (+$93,247.12)

d. Contract Item No.2- Alternative 1: 6" Depth Asphalt Patching
Current:

DESCRIPTION: 6-Inch Depth Asphalt Patching				❑ Base Bid or X Alt.# 1
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
2	414.96	Ton	$150.00	$62,244.00

Change to:

DESCRIPTION: 6-Inch Depth Asphalt Patching				❑ Base Bid or X Alt.# 1
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
2	444.28	Ton	$150.00	$66,642.00

A difference of (+$4,398.00)

e. Contract Item No.8- Alternative 1: 2" Cold Plane
Current:

DESCRIPTION: 2" Cold Plane				❑ Base Bid or X Alt.# 1
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
8	20,412.4	Square Yards	$1.00	$20,412.40

Change to:

DESCRIPTION: 2" Cold Plane				❑ Base Bid or X Alt.# 1
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
8	33,260.0	Square Yards	$1.00	$33,260.00

A difference of (+$12,847.60)

f. Contract Item No.9- Alternative 1: 2" Asphalt Overlay
Current:

DESCRIPTION: 2" Asphalt Overlay				❑ Base Bid or X Alt.# 1
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
9	2,245.4	Tons	$82.00	$184,122.80

Change to:

DESCRIPTION: 2" Asphalt Overlay				❑ Base Bid or X Alt.# 1
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
9	3,658.58	Tons	$82.00	$300,003.56

A difference of (+$115,880.76)

Total of Change in Work Items Quantity= (+$246,807.98)

Reason for Change Order:

1. Deleted Work Items

   N/A

2. Add Work Items

   N/A

3. Revise Work Item Quantities

   a-f. The bid by Barriere Construction Co., L.L.C. allowed additional work to be performed within the project budget.

Attachments: The following drawings will replace those from the original contract documents.

DWG1... ASPHALT QUANTITIES TABLE (BASE BID)

DWG2... ASPHALT QUANTITIES TABLE (ALTERNATIVE 1)

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price $726,761.44	Original Contract Times: Substantial Completion: _____ Ready for final payment: _____ (days or dates)
Net Increase (Decrease) from previous Change Orders No. ___ to ___: $ N/A	Net change from previous Change Orders No. ___ to No. ___: Substantial Completion: _____ Ready for final payment: _____ (days)
Contract Price prior to this Change Order: $726,761.44	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____ (days or dates)
Net increase (decrease) of this Change Order: $246,807.98	Net increase (decrease) this Change Order: Substantial Completion: _____ Ready for final payment: _____ (days)
Contract Price with all approved Change Orders: $973,569.42	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____ (days or dates)

RECOMMENDED:	APPROVED:	ACCEPTED:
By: _____	By: _____	By: _____
ENGINEER (Authorized Signature)	OWNER (Authorized Signature)	CONTRACTOR(Authorized Signature)
Date: 1/25/10	Date: _____	Date: 1/26/10

EJCDC 1910-8-B (1996 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute

St. Charles Parish
Road Maintenance 2009
Parish Project P090103-3
Base Bid

Street, Road, or Lane Name	District	6 - inch Asphaltic Concrete Patching	
		No. of Patches	TONS
CAROLYN DRIVE	6	21	59.84
BREAUX LANE	4	3	31.24
ST. CHARLES STREET	6	12	59.99
MILLING AVENUE	2	5	30.07
DAVIS DRIVE	2	14	83.89
CLAYTON STREET	6	14	50.89
WADE STREET	7	3	8.65
MONSANTO DRIVE	7	1	11.88
WEST B STREET	6	16	45.69
EIGHT STREET	6	12	44.29
BARRECA STREET	6	5	9.82
MARCIA STREET	2	7	57.20
TERRACE LANE	4	7	46.86
	TOTAL	120	540.31

Street, Road, or Lane Name	District	2" Cold Plane and Overlay	
		Cold Plane (SQ YARDS)	Overlay (TONS)
CAROLYN DRIVE	6	7,852.0	863.72
BREAUX LANE	4	706.7	77.73
FERN STREET	7	1,938.0	213.18
KOSHER DRIVE	4	860.7	104.14
MILLING AVE	2	1,940.0	213.40
DAVIS DRIVE	2	11,491.1	1,264.02
WADE STREET	7	2,922.0	321.42
TERRACE LANE	4	528.7	58.15
EIGHT STREET	6	2,162.0	237.82
MARCIA DRIVE	2	4,342.6	477.68
WEST B STREET	6	3,833.3	421.67
	TOTAL	38,577.1	4,252.93

1. AREAS REQUIRING PATCHING WILL BE MARKED WITH ORANGE SPRAY PAINT PRIOR TO THE START OF CONSTRUCTION.

DWG 1 ... ASPHALT QUANTITIES TABLE (BASE BID)

St. Charles Parish
Road Maintenance 2009
Parish Project P090103-3
Alternative 1

Street, Road, or Lane Name	District	6 - inch Asphaltic Concrete Patching	
		No. of Patches	TONS
SCHEXNAYDRE LANE	3	19	56.10
1ST STREET	5	16	37.84
3RD STREET	5	1	1.47
BRIDLE PATH LANE	5	3	8.65
CANYON LANE	5	4	7.63
RIDGE ROAD	4	5	46.93
CACTUS LANE	5	3	15.25
WAGONTRAIN LANE	5	4	12.32
CHUCKWAGON LANE	5	2	11.00
CORRAL LANE	5	3	24.93
LASSO LANE	5	2	4.84
HOLSTER JANE	5	2	7.33
MUSTANG LANE	5	1	1.32
BAILEY STREET	1	1	2.64
SECOND STREET	6	1	4.40
SECOND STREET	6	9	23.32
FOURTH STREET	6	5	30.95
FIFTH STREET	6	32	83.38
BETHLEHEM LANE	1	1	2.93
RAIL CROSSING AREA	4	2	31.72
JOE LOUIS LANE	1	2	29.33
	TOTAL	118	444.28

Street, Road, or Lane Name	District	2" Cold Plane and Overlay	
		Cold Plane (SQ YARDS)	Overlay (TONS)
BRIDLE PATH LANE	5	1,294.0	142.36
CANYON LANE	5	1,326.0	145.88
SOMBRERO LANE	5	1,479.0	162.70
CACTUS LANE	5	1,202.0	132.20
HORSESHOE LANE	5	1,175.0	129.26
WAGONTRAIN LANE	5	1,484.0	163.29
CHUCKWAGON LANE	5	1,278.0	140.60
CORRAL LANE	5	1,236.0	135.91
LASSO LANE	5	1,367.0	150.38
HOLSTER JANE	5	1,335.0	146.86
MUSTANG LANE	5	1,364.0	149.99
BRONCO LANE	5	1,445.0	158.99
PINTO LANE	5	1,452.0	159.77
PONY LANE	5	444.0	48.89
BAILEY STREET	1	347.0	38.13
SECOND STREET	6	1,225.0	134.74
BETHLEHEM LANE	1	958.0	105.40
JOE LOUIS LANE	1	1,699.9	186.99
COURTHOUSE LANE	1	1,356.7	149.23
5TH STREET	6	7,695.0	846.45
2ND STREET	6	2,096.0	230.56
	TOTAL	33,260.0	3,658.58

1. AREAS REQUIRING PATCHING WILL BE MARKED WITH ORANGE SPRAY PAINT PRIOR TO THE START OF CONSTRUCTION.

DWG 2 ... ASPHALT QUANTITES TABLE (ALTERNATIVE 1)

G.E.C., Inc.
Verdi Adam, P.E., President

January 27, 2010

Mr. Lee Zeringue, P. E.
Senior Parish Engineer
St. Charles Parish Public Works
403 Milling Ave
P O Box 705
Luling, LA 70070

JAN 27 2010

RE: 2009 Road Maintenance Program
Change Order No. 1
Parish Project No. P090103-3
GEC Project No. 51206102-003

Dear Lee:

Please find enclosed 6 originals of Change Order No. 1 for the above referenced project. These documents have been signed by both G.E.C., Inc. and Barriere Construction Co., LLC, and are ready to be place on the Parish Council agenda for approval and execution at your convenience.

It is our intention at this time to have Change Order No.1 executed prior to issuance of Notice to Proceed.

Should you have any questions or concerns, please do not hesitate to contact me.

Best Regards,

Jim Martin, PhD, PE

CC: File

Enclosures

3445 North Causeway Blvd Suite 603, Metairie, LA 70002 Phone: (504) 838-6009
9357 Interline Avenue, Baton Rouge, Louisiana 70809 Phone: (225) 612-3000 Fax (225) 612-3015

2009-0477

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

ORDINANCE NO. 09-12-16

An ordinance to approve and authorize the execution of a contract with Barriere Construction Co., LLC for the construction of Parish Project No. P090103-3, Road Maintenance 2009, with Base Bid, Alternate No. 1, in the amount of $726,761.44.

WHEREAS, sealed bids were received by St. Charles Parish on December 1, 2009 for Road Maintenance 2009; and,

WHEREAS, GEC, Inc, Consulting Engineers for the Project, have reviewed the bids and recommend that the Base Bid and Alternate No. 1 of the Contract be awarded to the low bidder, Barriere Construction Co., LLC, in the amount of $726,761.44.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the bid of Barriere Construction Co., LLC, for the construction of St. Charles Parish Project No. P090103-3, Road Maintenance 2009, be hereby accepted, in the amount of $726,761.44.

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

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

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

And the ordinance was declared adopted this 21st day of December, 2009, to become effective five (5) days after publication in the Official Journal.

ACTING CHAIRMAN: [signature]
SECRETARY: Barbara Jean Tucker
DLVD/PARISH PRESIDENT: December 22, 2009
APPROVED: ✓ DISAPPROVED:

PARISH PRESIDENT: [signature]
RETD/SECRETARY: December 23, 2009
AT: 9:48 am RECD BY: BGT VG

RECORDED IN THE ST. CHARLES PARISH CLERK OF COURT OFFICE
ON December 23, 2009
AS ENTRY NO. 357547
IN MORTGAGE/CONVEYANCE BOOK
NO. 1355 FOLIO 354

SECTION 00500

AGREEMENT

THIS AGREEMENT is effective as of the 22nd day of December in the year 2009 by and between the Parish of St. Charles, called the OWNER, and Barriere Construction Co., L.L.C. hereinafter called the CONTRACTOR.

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents for the above Project. The Work is generally described as follows:

The Contract Work generally comprises the repair and/or overlay of existing asphalt streets in St. Charles Parish Louisiana.

ARTICLE 2. ENGINEER

The Project has been designed by G.E.C., 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

3.1 The Contractor shall complete all of the Work under the Contract within 150 calendar days from the date of the Notice to Proceed. If Alternate is added, the Contractor shall complete the Base Bid and the specified Alternate under contract within 150 calendar days from the date of the Notice to Proceed.

3.2 Liquidated Damages - OWNER and CONTRACTOR recognize that the OWNER will suffer direct financial loss if Work is not completed within the Contract times specified in Paragraph 3.1 above plus any extensions thereof allowed in accordance with Article 12 of the General Conditions, 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 as liquidated damages for delay (but not as a penalty) the amount of $ Five Hundred Dollars ($500.00) for each calendar day that expires after the Contract Time specified in Paragraph 3.1 for final completion and ready for final acceptance until the Work is completed. These amounts represent a reasonable estimate of OWNER's expenses for extended delays and for inspection, engineering services and administrative costs associated with such delay. 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 4. CONTRACT PRICE

CONTRACT PRICE: The amount to be paid to the Contractor by the Owner for completion of all work hereunder is: ($726,761.44) Seven hundred twenty six thousand seven hundred sixty one and 44/100 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 by both parties.

ARTICLE 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1 Progress payments. OWNER shall make progress payments which exceed $5,000 on account of the Contract price on the basis of CONTRACTOR's Applications for Payment, as recommended by ENGINEER, on or about the thirtieth (30th) day following receipt by the OWNER. Applications for Payments less than $5,000 shall be accumulated until the next payment period or until final payment.

Progress payments will be based upon estimated quantities of completed 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 on the last day of each month or other mutually agreed regular monthly date ending the progress payment period.

5.2 Retainage. Retainage shall be withheld and payments will be made by the OWNER in the payment amount of: 1) ninety percent (90%) of the approved payment applications for projects with contract prices of less than $500,000; or 2) ninety-five percent (95%) of the approved payment applications for the projects with contract prices of $500,000 or greater.

5.3 Final Acceptance and 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 14.12 of the General Conditions, upon the OWNER's certificate of final acceptance.

Final acceptance of the Work, based upon the certificate of final acceptance, shall be by resolution of the Council of the Parish of St. Charles.

When substantial completion is granted by the Owner, the Certificate of Substantial Completion is then transmitted to the Contractor for filing with the recorder of mortgages of the Parish of St. Charles. This begins the not less than forty-five (45) day lien period as prescribed for Public Works by Louisiana Revised Statutes 38:2242.

At the expiration of the lien period it is the CONTRACTOR's responsibility to 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.

ARTICLE 6. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

6.1 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.

6.2 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.

6.3 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 6.2 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, including specifically the provisions of Paragraph 4.2 of the General Conditions. 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 7. CONTRACT DOCUMENTS

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:

7.1 Agreement

7.2 Construction Performance and Payment Bond and Insurance Certificates

7.3 Advertisement for Bids

7.4 CONTRACTOR's Bid Form

7.5 Addendum Number1

7.6 Contract documents bearing the general title "Road Maintenance 2009" dated October 2009.

7.7 Drawings, consisting of a cover sheet dated October 2009 and the sheets listed on the Index Sheet; each sheet bearing the following general title:

"Road Maintenance 2009"

7.8 General Conditions

7.9 General Conditions, pages 00700-1 through 00700-31 and Section 00800, Supplementary Conditions, pages 00800-1 through 00800-21, and Second Supplementary Conditions have been adopted by the St. Charles Parish Council as a Standard General Conditions and Supplementary Conditions for Construction Contracts. Those General Conditions and Supplementary Conditions are to be referred to in the agreement and contract as "GEN.COND, CONST – 7/98 filed in MOB 682, Folio 230 filed with the St. Charles Parish Clerk of Court."

There are no Contract Documents other than those listed above in this Article 7. The Contract may only be amended, modified or supplemented as provided for in the General Conditions.

ARTICLE 8. MISCELLANEOUS

8.1 General Conditions, pages 00700-1 through 00700-31 and Section 00800, Supplementary Conditions, pages 00800-1 through 00800-21, and Second Supplementary Conditions have been adopted by the St. Charles Parish Council as a Standard General Conditions and Supplementary Conditions for Construction Contracts. Those General Conditions and Supplementary Conditions are to be referred to in the agreement and contract as "GEN.COND, CONST – 7/98 filed in MOB 682, Folio 230 filed with the St. Charles Parish Clerk of Court."

8.2 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.

8.3 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.

8.4 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 _____

Title Parish President

Attest Barbara Jacob Tucker

CONTRACTOR: Barriere Construction Co., L.L.C.

By _____
Matthew D. Woods

Title Division Manager

Attest Sandra Legendre

END OF SECTION

ST. CHARLES PARISH

DEPARTMENT OF PUBLIC WORKS

P.O. BOX 705 • LULING, LOUISIANA 70070
(985) 783-5102 • (985) 783-5104 • Fax: (985) 785-2207
Website: www.stcharlesparish-la.gov

V.J. ST. PIERRE, JR.
PARISH PRESIDENT

SAM SCHOLLE
DIRECTOR

February 4, 2010

RECEIVED
FEB - 5 2010
PARISH COUNCIL

TO: Barbara Jacob-Tucker
Council Secretary

FROM: Sam C. Scholle
Director of Public Works/Wastewater

SUBJECT: Road Maintenance 2009
St. Charles Parish Project No. P090103-3
Change Order No. One (1)

Please introduce Change Order No. One (1) for the above referenced project at the next Council Meeting, which is Monday, February 8, 2010. Thank you for your usual cooperation.

SCS:red

Attachments