



St. Charles Parish

Supplemental Agenda

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

Parish Council

Council Chairman Dick Gibbs

*Councilmembers Wendy Benedetto, Paul J. Hogan,
Terrell D. Wilson, Mary K. Clulee, William Billy Woodruff,
Marilyn B. Bellock, Traci A. Fletcher, Julia Fisher-Perrier*

Monday, November 26, 2018

6:00 PM

Council Chambers, Courthouse

Final

ORDINANCES / RESOLUTIONS INTRODUCED FOR PUBLICATION / PUBLIC HEARING

Monday, December 10, 2018, 6:00 pm, Council Chambers, Courthouse, Hahnville

- S* 1** 2018-0329 An ordinance to approve and authorize the Parish President to execute a Cooperative Endeavor Agreement (CEA) between Cypress Lakes Country Club At Ormond and St Charles Parish to dredge the Lakes that facilitate the Ormond Drainage system.

Sponsors: Mr. Cochran and Department of Public Works

- S* 6** 2018-0330 An ordinance to approve and authorize the Parish President to acquire a 0.021 acre temporary construction servitude for use in the construction of the US 61 (Railroad Overpass to LA 50) Culvert Installation Project over property identified as Parcel No. 2-1, located across the front of the M.H.I. Investments, L.L.C. property, Fairview Plantation, Section 39, Township 12 South, Range 9 East, which property is more particularly described in the attached "Temporary Construction Servitude" document.

Sponsors: Mr. Cochran and Department of Public Works

- S* 12** 2018-0331 An ordinance to approve and authorize the Parish President to buy the property known as 409 Down the Bayou Road, Des Allemands from Sherwood A. Berard, which property is more particularly described in the attached "Agreement to Purchase and Sell" document.

Sponsors: Mr. Cochran and Department of Public Works

S* 19 2018-0332

An ordinance to approve and authorize the execution of a contract with Barriere Construction Co., LLC for the construction of Parish Project No. P160302-5, Road Maintenance 2018, with Base Bid and Alternate No. 1, in the amount of \$1,133,673.00.

Sponsors:

Mr. Cochran 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.

2018-0329
INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)

ORDINANCE NO. _____

An ordinance to approve and authorize the Parish President to execute a Cooperative Endeavor Agreement (CEA) between Cypress Lakes Country Club At Ormond and St Charles Parish to dredge the Lakes that facilitate the Ormond Drainage system.

WHEREAS, Destrehan Racquet and Golf, INC. D/B/A Cypress Lakes Country at Ormond, a Louisiana non-profit Corporation whose mailing address is 711 Apple Street, Norco, Louisiana; and,

WHEREAS, Cypress Lakes owns and operates an eighteen-hole golf course in the Ormond Country Club Estates Subdivision in Destrehan, St. Charles Parish and there are twenty (20) lakes on the golf course which serve as retention ponds through which storm water is collected from the various drainage structures on the public streets in the Ormond Country Club Estates Subdivision flows; and,

WHEREAS, Sixteen (16) interconnected lakes serve as temporary retention and storage of storm water and is mechanically pumped through these lakes and out of the Ormond Country Club Estates Subdivision and four (4) stand-alone ponds provide needed retention; and,

WHEREAS, the lakes have accumulated silt, dirt, and other debris, the presence of which adversely impacts the efficiency and capacity of the drainage of the Ormond Country Club Estates Subdivision and it is necessary and critical they be dredged such that the accumulated silt, dirt and other debris is excavated and removed; and,

WHEREAS, the dredging and excavation of the ponds and lakes and the removal of the accumulated silt, dirt and other debris serves and facilitates the public purpose of storm water drainage of the Ormond Country Club Estates Subdivision.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Cooperative Endeavor Agreement with Cypress Lakes Country Club At Ormond and St Charles Parish to dredge the lakes that facilitate the Ormond Drainage system, 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 _____, 2018 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: _____

COOPERATIVE ENDEAVOR AGREEMENT

UNITED STATES OF AMERICA

BY DESTREHAN RACQUET AND GOLF, INC.
D/B/A CYPRESS LAKES COUNTRY CLUB
AT ORMOND

STATE OF LOUISIANA

AND ST. CHARLES PARISH

PARISH OF ST. CHARLES

BE IT KNOWN, that on this _____ day of _____, 2018;

BEFORE ME, Robert L. Raymond, a Notary Public, duly commissioned and qualified, in
and for the Parish of St. Charles, State of Louisiana, therein residing, and in the presence of the
witnesses hereinafter undersigned:

PERSONALLY CAME AND APPEARED:

DESTREHAN RACQUET AND GOLF, INC. D/B/A CYPRESS LAKES COUNTRY CLUB AT ORMOND, a Louisiana non-profit Corporation whose mailing address is 711 Apple Street, Norco, Louisiana, appearing herein by Ricky P. Bosco, its duly authorized President, pursuant to the authority contained in and as evidenced by the Resolution of its Board of Directors attached hereto and made a part hereof;

and

ST. CHARLES PARISH, , a political subdivision of the State of Louisiana, herein represented by Larry Cochran, its Parish President, whose mailing address is P. O. Box 302, Hahnville, Louisiana, 70057; and pursuant to Ordinance No. _____, adopted by St. Charles Parish Council on _____, a copy of which is attached hereto and made a part hereof.

WHEREAS, CYPRESS LAKES owns and operates an eighteen hole golf course in the Ormond Country Club Estates Subdivision in Destrehan, St. Charles Parish Louisiana;

WHEREAS, there are several ponds or lakes on the golf course which are interconnected and through which storm water that is collected from the various drainage structures on the public streets in the Ormond Country Club Estates Subdivision flows;

WHEREAS, the flow of the storm water through the interconnected ponds or lakes facilitates the drainage of the Ormond Club Estates Subdivision;

WHEREAS, the interconnected ponds or lakes serve as temporary retention and storage of storm water during and after rainstorms while said storm water is being mechanically pumped through the lakes and out of the Ormond Country Club Estates Subdivision;

WHEREAS, the ponds or lakes have accumulated silt, dirt, and other debris, the presence of which adversely impacts the efficiency and capacity of the drainage of the Ormond Country Club Estates Subdivision;

WHEREAS, it is necessary and critical that the ponds or lakes be dredged such that the accumulated silt, dirt and other debris is excavated and removed from the ponds or lakes;

WHEREAS, the dredging and excavation of the ponds and lakes and the removal of the accumulated silt, dirt and other debris serves and facilitates the public purpose of storm water drainage of the Ormond Country Club Estates Subdivision.

WHEREFORE, IN FURTHERANCE OF THE PUBLIC PURPOSE defined above, **CYPRESS LAKES** and **ST. CHARLES PARISH** agree as follows:

1.

CYPRESS LAKES hereby grants **ST. CHARLES PARISH** and its third-party contractors all necessary authority, permission and approval to dredge and excavate those certain interconnected ponds and lakes shown on Exhibit A attached hereto, and to remove therefrom the silt, dirt and other debris that, in St. Charles Parish's sole judgment, determines must be removed to facilitate the storm water drainage of the Ormond Country Club Estates Subdivision.

2.

CYPRESS LAKES hereby authorizes, grants and allows **ST. CHARLES PARISH** and its third-party contractors full access to, over, across and through the ponds or lakes, over, across and through its golf course.

3.

CYPRESS LAKES shall make every effort to clearly mark on the ground with the color "yellow" any and all subsurface sprinkler lines, water, gas, electric, cable sewer lines and other utility lines, as well as all subsurface drain lines on its golf course.

4.

The accumulated silt, dirt and other debris excavated and removed from the ponds or lakes, is to be placed on the banks of the ponds or lakes, and St. Charles Parish will make a

reasonable effort to restore and reshape the ponds or lakes and their banks to their original condition.

5.

ST. CHARLES PARISH will assume full responsibility for advising all of its employees and contractors on this project of the Parish’s responsibilities enumerated herein.

6.

CYPRESS LAKES shall have a person or persons on site during the work described herein for the sole purpose of observation of the work and to facilitate informing **ST. CHARLES PARISH** and its third party contractor of any obstructions or hidden conditions on the golf course.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates shown below.

**DESTREHAN RACQUET AND GOLF, INC.
D/B/A CYPRESS LAKESS COUNTRY CLUB
AT ORMOND**

ST. CHARLES PARISH

BY: _____
RICKY BOSCO
PRESIDENT

LARRY COCHRAN
PRESIDENT

DATE: _____

DATE: _____

WITNESS: _____

WITNESS: _____

PRINTED: _____

PRINTED: _____

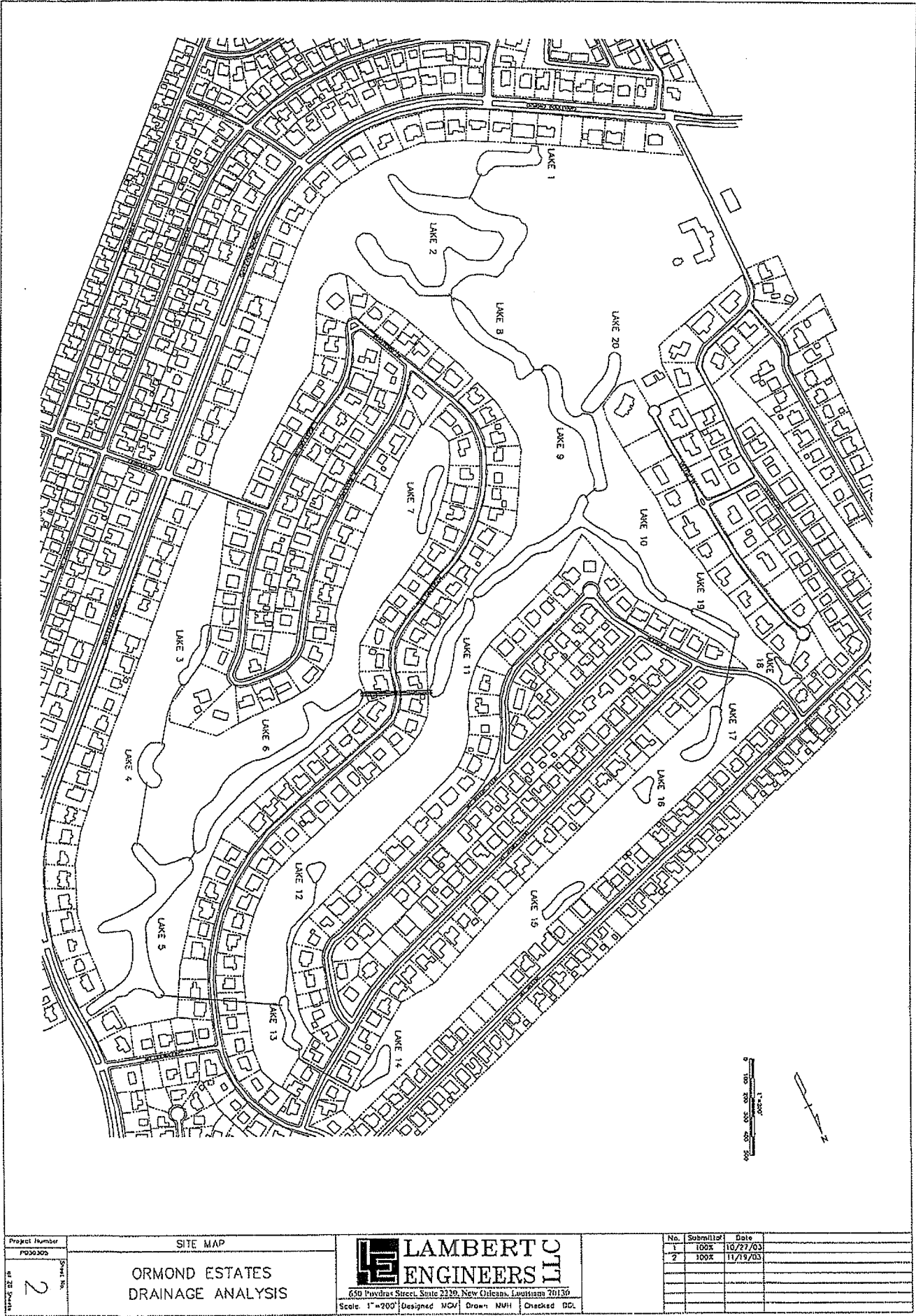
WITNESS: _____

WITNESS: _____

PRINTED: _____

PRINTED: _____

EXHIBIT A



2018-0330

INTRODUCED BY: LARRY COCHRAN PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)

ORDINANCE NO. _____

An ordinance to approve and authorize the Parish President to acquire a 0.021 acre temporary construction servitude for use in the construction of the US 61 (Railroad Overpass to LA 50) Culvert Installation Project over property identified as Parcel No. 2-1, located across the front of the M.H.I. Investments, L.L.C. property, Fairview Plantation, Section 39, Township 12 South, Range 9 East, which property is more particularly described in the attached "Temporary Construction Servitude" document.

WHEREAS, the Louisiana Department of Transportation and Development (DOTD) is designing road improvements to US 61; and,

WHEREAS, drainage improvements are needed to convey stormwater from the south-side to the north-side of US 61 in the area of this temporary construction servitude; and,

WHEREAS, the Parish is collaborating with DOTD to add the design of stormwater culverts across US 61 to improve drainage; and,

WHEREAS, the proposed drainage improvement requires the acquisition of a temporary construction servitude over Parcel No. 2-1, located across the front of the M.H.I. INVESTMENTS L.L.C property, Fairview Plantation, Section 39, Township 12 South, Range 9 East, which property is more particularly described in the attached "Temporary Construction Servitude" document; and,

WHEREAS, the drainage improvement and the acquisition of the hereinafter described servitude is in furtherance of the public's best interest and purpose, and is in satisfaction of a public need.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Parish President is hereby authorized to purchase at a price not to exceed its appraised value of \$829.00 the property more particularly described in the "Temporary Construction Servitude" document attached hereto and made a part hereof, from M.H.I. Investments, L.L.C.

SECTION II. That the Parish President is hereby authorized to execute any and all documents necessary to complete said purchase 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 the _____ day of _____, 2018, 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: _____

STATE PROJECT NO. H.000320
US 61 (RAILROAD OVERPASS TO LA 50)
CULVERT INSTALLATION PROJECT
ST. CHARLES PARISH
PARCEL NO. 2-1

TEMPORARY CONSTRUCTION SERVITUDE

STATE OF LOUISIANA
PARISH OF ST. CHARLES

BEFORE ME, the undersigned notaries public, and in the presence of the undersigned competent witnesses, personally came and appeared:

M.H.I. INVESTMENTS, L.L.C. (XX-XXX_____), Grantor, a Limited Liability Company, whose mailing address is 10557 Airline Highway, St. Rose, LA 70087, appearing herein by and through **GLEN D. SMITH**, duly authorized pursuant to a Certificate of Authority by the members of said limited liability company, signed and executed on the 13th day of January, 2017, attached hereto and made part hereof; and **ST. CHARLES PARISH**, Grantee, a political subdivision of the State of Louisiana, herein represented by Larry Cochran, its Parish President, whose mailing address is P. O. Box 302, Hahnville, Louisiana, 70057, appearing herein pursuant to Ordinance No. _____, adopted by St. Charles Parish Council on _____, 2018 a copy of which is attached hereto and made a part hereof;

Grantor in consideration of the benefits, uses and advantages accruing to Grantor and for and upon such other terms and conditions or considerations hereinafter expressed does hereby grant, transfer, assign, set over and deliver unto the Grantee the following described temporary construction servitude for use in the construction of the US 61 (Railroad Overpass to LA 50) Culvert Installation Project (“Project”), situated in St. Charles Parish, Louisiana:

Parcel 2-1 Temporary Construction Servitude

A certain tract or portion of ground being described as a temporary construction servitude for the installation of a box culvert crossing US 61 near the town of St. Rose. More fully shown on the SURVEY SHOWING TEMPORARY CONSTRUCTION SERVITUDE FOR LaDOTD STATE PROJECT “US 61 RAILROAD OVERPASS TO La 50” PROJECT NO. H.000320 LOCATED IN FAIRVIEW PLANTATION, SEC. 39, T12S – R9E ST. ROSE, ST. CHARLES PARISH, LOUISIANA NOW OR FORMERLY OWNED BY M.H.I. INVESTMENTS L.L.C and the project design plans entitled “US 61 Railroad overpass to LA 50 DOTD project number H.000320” being located across the front of the M.H.I. INVESTMENTS L.L.C property, Fairview Plantation, situated

in the Parish of St. Charles, State of Louisiana, in Section 39, Township 12 South, Range 9 East, more particularly described as follows:

The station offsets to the corners of the temporary construction servitude are based on the referenced project's design Project and Adopted baseline. Commencing at station 146+12.21 thence an offset to the right a distance of 78.02 feet to a point of beginning (POB) common with this northern right of way of US 61; thence S72°12'42.80" W a distance of 32.00 feet to a point located at station 146+44.21, and offset 78.03 feet; thence N 17°48'18.81" W a distance of 28.00 feet to a point located station 146+44.21, and offset 106.03 feet; thence N 72°12'42.70" E a distance of 32.00 feet to a point located at station 146+12.21, and offset of 106.02 feet; thence S17°48'18.81"E a distance of 28.00 feet to the point of beginning common to the US 61 right of way, containing 0.021 acres or 896 square feet, more or less, of said temporary construction servitude and more fully shown on a SURVEY SHOWING TEMPORARY CONSTRUCTION SERVITUDE FOR LaDOTD STATE PROJECT "US 61 RAILROAD OVERPASS TO La 50" PROJECT NO. H.000320 LOCATED IN FAIRVIEW PLANTATION, SEC. 39, T12S – R9E ST. ROSE, ST. CHARLES PARISH, LOUISIANA NOW OR FORMERLY OWNED BY M.H.I. INVESTMENTS L.L.C., a copy attached hereto and made a part hereof, and the a design plans entitled "US 61 Railroad overpass to LA 50 DOTD project number H.000320", located in FAIRVIEW PLANTATION, SEC. 39, T12S – R9E ST. ROSE, ST. CHARLES PARISH, LOUISIANA, prepared for St. Charles Parish Department of Public Works and Wastewater by Shread- Kuyrkendall and Associates Inc., Baton Rouge, Louisiana, dated May 29, 2018.

Being the same property acquired by M.H.I. Investments, L.L.C. from June Elfer Luck, wife of/and John Luck, Thomas Scott Monsted, and Charles Niels Monsted, III, by Cash Sale of Property, dated May 2, 2017 and recorded in the St. Charles Parish Clerk of Court Conveyance Records on May 17, 2017 in COB 847, Folio 220, Instrument Number 423877.

Grantee is hereby authorized, in the construction and maintenance of said Project, to remove from the property herein described earth and other material in accordance with usual construction and maintenance policies.

The Grantee shall pay unto Grantor for the temporary construction servitude(s) hereby conveyed, upon approval by the Grantee of Grantor's title to the hereinabove property, free and clear of all encumbrances of any kind or nature whatsoever, and in full settlement and satisfaction of any and all claims for damages resulting from the grant of said temporary construction servitude(s), the price and sum of EIGHT HUNDRED AND TWENTY-NINE AND NO/100 (\$829.00) DOLLARS.

Grantor acknowledges and agrees that the consideration provided herein constitutes full and final settlement for the temporary construction servitude herein granted and for any and all diminution in the value of Grantor's remaining property as a result of the granting of this temporary right of way for the purposes of constructing drainage improvements.

It is agreed and understood that prior to completion of the said project, the property upon which the hereinabove described temporary construction servitude is located shall be left free of all construction scars.

The temporary construction servitude hereby granted shall be for a term of one (1) year at EIGHT HUNDRED AND TWENTY-NINE AND NO/100 (\$829.00) DOLLARS per year and shall commence upon the date a work order is issued to the contractor, for construction of the respective construction project for which the servitude is required.

Should the above recited term not be sufficient to complete the Project, the Grantor grants to the Grantee the option to extend the servitude for an additional one (1) year at the same terms and conditions as herein specified. This extension shall be automatic.

It is further agreed and understood that the Grantee's rights to the said temporary construction servitude shall terminate upon the date of Final Acceptance of the said Project by the Parish of St. Charles recorded in the mortgage records of the St. Charles Parish Clerk of Court. The fee simple title to the said Parcel 2-1 shall remain vested in the Grantor.

Grantor retains the rights to fully use and enjoy the above-described property, except as to the rights herein above granted. Grantee agrees to indemnify and hold harmless Grantor from any and all damages, which Grantor may suffer, caused either wholly or in part, by reason of the negligence of the Parish of St. Charles, its agents or employees, in the installation, operation, and/or maintenance of this temporary construction servitude.

It is agreed and understood that prior to completion of the said Project, the property upon which the hereinabove described temporary construction servitude is located shall be left free of all construction scars.

This agreement shall be executed in quadruplicate, each of which shall constitute an original document which shall be binding upon any of the parties executing same. To facilitate recordation of this agreement, the parties hereto agree that individual signature and acknowledgement pages from the various counterparts may be merged and combined with signature and acknowledgement pages from other counterparts.

[Remainder of page intentionally left blank]

IN TESTIMONY WHEREOF, the party hereto has signed, executed, and acknowledged this instrument as his free and voluntary act, in quadruplicate originals, in the presence of the two undersigned competent witnesses and notary, as of the ____ day of _____, 2018, after a due reading of the whole.

WITNESSES:

GRANTOR:
M.H.I. INVESTMENTS, L.L.C.

Print Name

By: GLEN D. SMITH
Its: MEMBER

Print Name

NOTARY PUBLIC

Printed Name: _____
Notary Identification or Bar Roll No.: _____
My Commission expires: _____

IN TESTIMONY WHEREOF, the party hereto has signed, executed, and acknowledged this instrument as his free and voluntary act, in quadruplicate originals, in the presence of the two undersigned competent witnesses, as of the ____ day of _____, 2018, after a due reading of the whole.

WITNESSES:

GRANTEE:
ST. CHARLES PARISH

Print Name

LARRY COCHRAN, PRESIDENT

Print Name

ACKNOWLEDGEMENT

STATE OF _____
PARISH OF LOUISIANA

BEFORE ME, the undersigned authority, duly qualified in and for the aforesaid Parish/County and State, personally came and appeared _____, a person of the full age of majority and personally known to me, Notary, who by me having been duly sworn, declared and acknowledged that **LARRY COCHRAN**, signed the above and foregoing instrument on the date thereof for the objects and purposes therein expressed and acknowledged said instrument to be his voluntary act and deed.

IN FAITH WHEREOF, Appearer executed this acknowledgment in the aforesaid Parish of _____, State of Louisiana, on this ____ day of _____, 2018, before me, the undersigned Notary Public, duly commissioned and qualified.

NOTARY PUBLIC

Printed Name: _____
Notary Identification or Bar Roll No.: _____
My Commission expires: _____

2018-0331

**INTRODUCED BY: LARRY COCHRAN PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)**

ORDINANCE NO. _____

An ordinance to approve and authorize the Parish President to buy the property known as 409 Down the Bayou Road, Des Allemands from Sherwood A. Berard, which property is more particularly described in the attached "Agreement to Purchase and Sell" document.

WHEREAS, the Parish desires to purchase the property at 409 Down the Bayou Road for the purpose of enhancing the safety of sportsmen who use this area for recreational activities; and,

WHEREAS, the property has been appraised as shown in the attachment; and,

WHEREAS, the property owner has agreed to sell the property to the Parish for \$155,000 as particularly described in the attached "Agreement to Purchase and Sell document.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Parish President is hereby authorized to purchase at a price not to exceed \$155,000 the property more particularly described in the "Agreement to Purchase and Sell" document attached hereto and made a part hereof, from Sherwood A. Berard.

SECTION II. That the Parish President is hereby authorized to execute any and all documents necessary to complete said purchase.

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

And the ordinance was declared adopted the _____ day of _____, 2018, 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: _____

AGREEMENT TO PURCHASE AND SELL

THIS AGREEMENT, effective as hereinafter stated:

Sherwood A. Berard, whose mailing address P. O. Box 100, DesAllemands, Louisiana, and whose tax identification number is XXX-XX-_____ respectively, (hereinafter collectively referred to as "Seller"), and

St. Charles Parish, a political subdivision of the State of Louisiana, whose mailing address is P. O. Box 302, Hahnville, LA, 70057 and whose tax identification number is 72-6001208, (hereinafter referred to as "Purchaser").

1. **Property:** In consideration of the mutual obligations undertaken herein, Seller does hereby agree to sell and Purchaser does hereby agree to buy, subject to the terms and conditions hereinafter set forth, the property known as 409 Down the Bayou Road, DesAllemands, St. Charles Parish, Louisiana, (said interest being hereinafter collectively referred to as the "Property").
2. **Deposit:** Within five (5) business days of being notified of Seller's execution of this Agreement, Purchaser will deliver to Seller the sum of \$-0- as a deposit. (the "Deposit"). The failure to make the Deposit shall constitute a breach of this Agreement.
3. **Purchase Price:** The purchase price for the Property shall be ONE HUNDRED FIFTY-FIVE THOUSAND AND NO/100 (\$155,000.00 DOLLARS (the "Purchase Price") payable in cash at the Closing, as hereinafter defined.
4. **Conditions to Close:**
 - A. This Agreement and Purchaser's obligation of performance hereunder are expressly contingent upon approval of a physical inspection of the Property by Purchaser at Purchaser's sole cost and expense within thirty (30) days after the effective date of this Agreement (the "Inspection Period").
 - B. Purchaser shall have the right to engage a qualified engineer to conduct an environmental inspection (the "Environmental Inspection") of the Property for any substance regulated by any federal, state or local law, rule, regulation, or ordinance involving the environment. Purchaser and its representatives shall have the right to conduct such physical tests and studies of the Property and samples thereof as Purchaser may deem appropriate, including without limitation intended, soil tests, groundwater tests, wastewater system tests and inspections, architectural and engineering inspections, hazardous substances tests and inspections and air quality tests, termite inspections, structural tests and HVAC tests, including without limitation, the Environmental Inspection. The costs of all of these inspections shall be shared equally by the parties.
 - C. If Purchaser, in Purchaser's sole and absolute discretion, objects to any item discovered during the Inspection Period, then Purchaser may elect by written notice to Seller prior to the expiration of the Inspection Period, to terminate this Agreement, in which case the Deposit shall be immediately refunded to Purchaser.

- D. This Agreement to Purchase and Sell is contingent on the St. Charles Parish Council approving the purchase of the subject property.

5. Representations and Warranties:

Seller represents and warrants to Purchaser that:

- a) Seller is the sole owner of the Property and has good valid and merchantable title to the Property and that Seller is the only owner of the Property, and all requisite action has been taken to make this Agreement valid and binding in accordance with its terms.
- b) There is no litigation proceedings pending or, to the best of Seller's knowledge, threatened, against or relating to Seller or any of the Property, including, without limitation, any proceedings for collection of taxes, condemnation or other exercise of eminent domain, or proceedings affecting the annexation or zoning of any of the Property and Seller is not presently in bankruptcy and have not filed for bankruptcy;
- c) There are no outstanding sales contracts, options to purchase, rights of first refusal to purchase or lease, or any other contracts with respect to any of the Property and are no leases or other agreements for use, occupancy or possession with respect to any of the Property
- d) Between the Effective Date and the Closing, Seller shall not make or enter into any contract, option, lease or other agreement for the sale, lease, use, occupancy or possession of all or any part of the Property without the prior written approval of Purchaser.

6. **Environmental Representations:** Seller hereby represents and warrants that as of the date hereof and as of the Closing hereunder (i) as long as Seller has owned the Property, Seller has not ever caused or permitted any hazardous materials or substances to be placed, held, located, or disposed of on, under or at the Property or any part thereof, and (ii) Seller does not have any knowledge that any person has ever caused or permitted any hazardous materials or substances to be placed, held, located, or disposed of, on, under or at the Property or any part thereof. The representations and warranties contained in this paragraph shall survive the Closing. Seller represents and warrants to Purchaser that Seller has not received written notice from any federal, state or local government of any current violation of any city, parish, state, federal, building, land use, fire, health, safety, environmental, hazardous materials or other governmental or public agency codes, ordinances, regulations, or orders with respect to the Property, or any lands adjacent to the Property. The representations and warranties contained in this paragraph shall survive the Closing.

7. **Sale with Warranty:** Seller's ability to deliver to Purchaser a merchantable title is a condition precedent to Purchaser's obligations hereunder. Seller's inability to deliver such title within the time stipulated herein permits Purchaser to terminate this Agreement upon delivery of written notice to Seller prior to the Closing. At Closing Seller shall sell and deliver a good, valid and merchantable title to the Property to Purchaser with full warranties of title, and with full substitution and subrogation in and to all rights and actions of warranty which said Seller has or may have against all preceding owners. At the sole expense of Purchaser, Purchaser shall order a title insurance commitment insuring title to the Property. If Purchaser's

title examination reveals any valid exceptions, claims or defects which would render Seller's title to the Property unmerchantable (hereinafter "Defects"), Purchaser shall have the right to either cancel this Agreement or shall promptly notify Seller and Seller shall, at Seller's expense, take all reasonable efforts to cure such Defects. The Closing Date will be extended by an additional sixty (60) days from the date of receipt of Purchaser's notice in order to cure or remove such Defects. Should Seller be unable to cure or remove any Defect, Purchaser shall have the right to either terminate this Agreement and its obligations hereunder or to proceed with the purchase of the Property subject to such Defect. At Closing Seller shall pay and release all amounts secured by mortgages, deeds of trust or other liens on the Property ("Monetary Liens"). Should Seller decline or be unable to cure or remove any Defect, Purchaser shall have the right to terminate this Agreement and its obligations hereunder. If Purchaser elects to terminate this Agreement in the manner hereinabove provided, Purchaser shall be reimbursed its out of pocket expenses for any environmental assessment it ordered of the Property and shall be entitled to reimbursement of its expenses in ordering the Commitment.

8. **Date of Closing:** Time being of the essence, the Closing shall take place on or before thirty (30) days after the purchase has been approved by the St. Charles Parish Council on a date to be chosen by Purchaser upon three (3) days prior notice to Seller.
9. **Commissions:** Neither Seller nor Purchaser has contracted for the payment of any real estate commission, brokerage, finders or other fees with respect to the transaction contemplated hereby and each party hereto hereby agrees to defend, indemnify and hold harmless the other party from and against any claim by third parties for brokerage, commission, finders or other fees relative to this Agreement or the sale of the Property, and any court costs, attorney's fees or other costs or expenses arising therefrom, alleged to be due by, through or under the indemnifying party.
10. **Closing:**
 - (A) At the Closing, real and personal property taxes relating to the Property, shall be prorated as of the Closing date. If the current year's immovable property taxes are not available as of the Closing, then the taxes paid during the preceding calendar year tentatively shall be used in computing the proration applicable to the current year. Should actual taxes billed by the applicable governmental authorities vary from those used for proration at Closing, appropriate adjustments shall be made between the parties based on actual taxes as soon as practicable after the actual taxes are determined, notwithstanding that the Closing has already occurred. All utility charges (based upon meter readings as of the date immediately preceding the Closing), shall be paid by Seller up to the date of Closing. The obligations set forth in this paragraph which are, by their nature, to be performed after the Closing, shall survive the closing and delivery of the act of sale.
 - (B) At the Closing, Seller shall execute and/or deliver to Purchaser the following:
 - (i) An act of Cash Sale with full warranties in recordable form acceptable to Purchaser's title company;

- (ii) An affidavit as described in Section 1445 of the Internal Revenue Code (or Regulations promulgated thereunder) stating under penalty of perjury that the Seller is not a "foreign person" as defined in Section 6039c of the Internal Revenue Code, and stating the Seller's U.S. taxpayer identification number;
 - (iii) Any affidavit required by Purchaser's title company to delete the mechanics and materialmen's lien exemption from the title insurance policy and a gap indemnity to cover any acts recorded but not yet indexed in the public records;
 - (iv) All liens and encumbrances of ascertainable amounts shall be paid and satisfied of record by Seller and Seller shall make arrangements satisfactory to Purchaser for the payment and satisfaction of such liens and encumbrances of record on the Closing; and
 - (v) All other documents reasonably required to be executed by Seller or Purchaser to consummate the transaction in accordance with this Contract.
- (C) As provided above, Seller shall convey title with full warranty of title and with full substitution and subrogation to all of Seller's rights against prior owners and warrantors.
- (D) Seller shall pay a reasonable vendor's closing fee and all conveyance, mortgage and tax research certificates in the name of Seller insofar as they may affect the Property and all title curative work. All costs for preparation, recordation, registration and transfer of the Act of Sale of Property from Seller to Purchaser, all title insurance costs shall be borne by Purchaser and all other fees and costs in connection with the sale of the Property, unless otherwise stipulated to the contrary herein. Each party shall pay the cost and expense for their respective attorneys.
- (E) The Closing shall be passed at Purchaser's attorneys' office.

11. Defaults:

- (A) If Seller fails to perform its obligations hereunder within the time stipulated herein (unless Seller has the right to waive such performance), Purchaser shall have the right to either (i) demand specific performance plus damages resulting from Seller's breach which includes reasonable attorneys' fees or (ii) sue for all damages incurred by Purchaser from Seller's breach.
- (B) If Purchaser fails to perform its obligations hereunder within the time stipulated herein, (unless Purchaser has the right to waive such performance) Seller shall have the right, after placing Purchaser in default to either (i) dissolve this Agreement (ii) demand specific performance plus damages resulting from Purchaser's breach which includes reasonable attorneys' fees.

- 12. Attorneys' Fees:** If any party fails to comply with the terms of this offer, if accepted, then such defaulting party is obligated to and agrees to pay all reasonable attorneys' fees and costs incurred by the non-defaulting party in enforcing its respective rights.

13. **Notices:** All notices, demands or other communications of any type (hereinafter "Notice") given by Seller to Purchaser or by Purchaser to Seller, whether required by this Agreement or in anyway related to the transaction contemplated herein, shall be in writing and delivered to the person to whom the Notice is directed, either in person, or by Federal Express or similar overnight delivery service, or by United States Mail, registered or certified, return receipt requested. Any notice given or received by either party's attorney shall have the same effect as though given or received by such party personally. Notice delivered by mail shall be effective when received or when tendered for delivery, and shall be addressed, if to Seller, as follows:

Sherwood A. Berard
P. O. Box 100
DesAllemands, LA 70030

and addressed, if to Purchaser, as follows:

St. Charles Parish
c/o Parish President
P. O. Box 302
Hahnville, LA 70070

with a copy to:

Robert L. Raymond
14108 River Road
Destrehan, Louisiana 70047

Either party may change the address for Notice specified above by giving the other party ten (10) days advance written notice of such change of address.

14. **Expropriation and Annexation:** Seller hereby warrants that it has not received notification of any pending or threatened expropriation or condemnation proceeding involving the Property or any portion thereof. If the Property is taken in whole or part by condemnation or expropriation proceedings, between the date of mutual execution of this Agreement and the date of Closing, this Agreement may, at Purchaser's option, be terminated, whereupon neither party shall have any further liability or obligation to the other hereunder and the Deposit shall be returned to Purchaser. Alternatively, Purchaser may elect to accept the Property in its then condition, whereupon any condemnation award shall be assigned and/or paid to Purchaser at Closing.
15. **Risk of Loss:** The risk of any and all losses to the Property as a result of casualty from and after the Effective Date shall be on the Seller (unless caused by the acts or negligence of Purchaser or Purchaser's agents, employers or contractors, in which case Purchaser shall be responsible for damages attributable to such casualty). If the Property is materially damaged by fire or other casualty prior to the Closing, then Purchaser will have the right to take title to the Property in its damaged condition, with no reduction in the Purchase Price but with the right to receive all insurance proceeds payable to Seller for repair of the damage to the

Property. If the Purchaser elects to continue this Agreement in effect and to take title to the Property or if the damage to the Property is not material, Seller shall at Closing assign to Purchaser all insurance proceeds payable for repair of the damage to the Property, and the Purchase Price will not be reduced.

16. **Effective Date** This Agreement has been signed by Purchaser as of the _____ day of _____ 2018, and shall stand as an offer which, if accepted by Seller by 3:00 p.m. on _____, 2018 shall constitute an Agreement to Purchase and Sell as provided herein. If Seller does not accept Purchaser's offer within the required time and in the required manner, then this instrument shall become null and void, and the parties shall have no further obligation to each other hereunder. This Agreement shall be effective as of the date of execution by Seller.

SELLER:


SHERWOOD A. BERARD

PURCHASER:

ST. CHARLES PARISH

By: _____
LARRY COCHRAN
PARISH PRESIDENT

Date: _____

Date: _____

Time: _____

Time: _____

2018-0332

**INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)**

ORDINANCE NO. _____

An ordinance to approve and authorize the execution of a contract with Barriere Construction Co., LLC for the construction of Parish Project No. P160302-5, Road Maintenance 2018, with Base Bid and Alternate No. 1, in the amount of \$1,133,673.00.

WHEREAS, sealed bids were received by St. Charles Parish on November 15, 2018 for Road Maintenance 2018; and,

WHEREAS, Barowka and Bonura Engineers and Consultants, LLC, 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 \$1,133,673.00.

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. P160302-5, Road Maintenance 2018, is hereby approved and accepted, in the amount of \$1,133,673.00.

SECTION II. That the Parish President is hereby authorized to execute said contract documents 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 _____, 2018, 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 Barriere Construction Co., L.L.C., hereinafter called the "Contractor", whose business address is P.O. Box 1576 (1268 LA 3127), Boutte, Louisiana 70039, 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 all of the work required to build, construct and complete in a thorough and workmanlike manner: Road Maintenance 2018, Parish Project No. P160302-5
- 1.02 The abovementioned work shall be completed in strict accordance with Contract Documents prepared by: Barowka and Bonura Engineers and Consultants, LLC, located at 209 Canal Street, Metairie, Louisiana 70005; (504) 828-0030
- 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 August 2018, Addenda number(s) 1, 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: Repair and improvements of existing asphalt streets in St. Charles Parish, Louisiana including milling and overlay of asphalt, pavement patching, restoration of streets, placement of shoulder material, and all incidental serves thereto.

ARTICLE 2

ENGINEER

- 2.01 The Project has been designed by Barowka and Bonura Engineers and 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.

- 2.01 The Project has been designed by Barowka and Bonura Engineers and 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 all of the Work under the Contract within 90 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 Five Hundred dollars \$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) (\$1,133,673.00) One Million One Hundred Thirty Three Thousand Six Hundred Seventy Three Dollars and No Cents 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 (Number 1)
- h) Contract documents bearing the general title "Road Maintenance 2018" dated August 2018.
- i) Drawings, consisting of a cover sheet dated N/A and the sheets listed on Drawing N/A; each sheet bearing the following general title: "Road Maintenance 2018"
- 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.

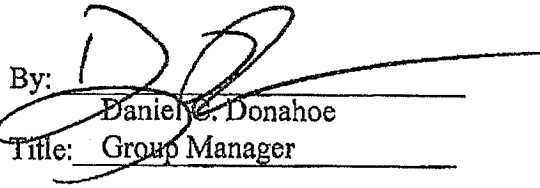
9.03 It is hereby agreed and understood by the parties hereto that any and all disputes that may result in litigation shall be litigated in the 29th Judicial District Court for the Parish of St. Charles.

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: Barriere
Construction Co., L.L.C

By: _____

By:  _____
Daniel E. Donahoe

Title: Parish President

Title: Group Manager

ATTEST:

ATTEST:

By: _____

By:  _____
Sandra Legendre

Title: _____

Title: Administrative Assistant

END OF SECTION



St. Charles Parish
Road Maintenance 2018
Parish Project No. P160302-5
Bid Date and Time: November 15, 2018 at 10:00 AM

BASE BID					Barriere Construction Co., LLC		Boh Bros Construction Co., LLC	
Item	Description	Quantity	Units		Unit Price	Amount	Unit Price	Amount
1	Temporary Construction Signs and Barricades	1	LUMP SUM		\$5,000.00	\$5,000.00	\$100,000.00	\$100,000.00
2	2 - Inch Depth Cold Plane	25,397	SY		\$2.00	\$50,794.00	\$3.00	\$76,191.00
3	Asphalt Pavement Overlay	25,397	SY		\$11.00	\$279,367.00	\$11.00	\$279,367.00
4	6 - Inch Depth Asphalt Patching	930	TON		\$105.00	\$97,650.00	\$120.00	\$111,600.00
5	Reflectorized Raised Pavement Markers (Blue)	30	EA		\$5.00	\$150.00	\$50.00	\$1,500.00
6	Adjustment of Manholes	14	EA		\$5.00	\$70.00	\$500.00	\$7,000.00
7	Adjustment of Drainage Structures	14	EA		\$5.00	\$70.00	\$750.00	\$10,500.00
8	Adjustment of Water Valves	14	EA		\$5.00	\$70.00	\$100.00	\$1,400.00
9	Shoulder Material (Stone Fill)	5,869	LF		\$1.00	\$5,869.00	\$3.00	\$17,607.00
10	Shoulder Material (Reclaimed Asphalt Pavement)	11,733	LF		\$1.00	\$11,733.00	\$1.00	\$11,733.00
11	Project Signs	2	EA		\$1,000.00	\$2,000.00	\$1,500.00	\$3,000.00
12	Mobilization	1	LUMP SUM		\$31,000.00	\$31,000.00	\$150,000.00	\$150,000.00
TOTAL BASE BID						\$483,773.00		\$769,898.00

ALTERNATE NO. 1					Barriere Construction Co., LLC		Boh Bros Construction Co., LLC	
Item	Description	Quantity	Units		Unit Price	Amount	Unit Price	Amount
1	Temporary Construction Signs and Barricades	1	LUMP SUM		\$1,000.00	\$1,000.00	\$40,000.00	\$40,000.00
2	2 - Inch Depth Cold Plane	40,289	SY		\$2.00	\$80,578.00	\$3.00	\$120,867.00
3	Asphalt Pavement Overlay	40,289	SY		\$11.00	\$443,179.00	\$11.00	\$443,179.00
4	6 - Inch Depth Asphalt Patching	775	TON		\$105.00	\$81,375.00	\$120.00	\$93,000.00
5	Reflectorized Raised Pavement Markers (Blue)	42	EA		\$5.00	\$210.00	\$50.00	\$2,100.00
6	Reflectorized Raised Pavement Markers (Yellow)	3	EA		\$5.00	\$15.00	\$50.00	\$150.00
7	Plastic Reflective Pavement Striping (4"Width) (White)	0.061	MILE		\$5,000.00	\$305.00	\$15,000.00	\$915.00
8	Plastic Reflective Pavement Striping (4"Width)(Yellow)	0.029	MILE		\$5,000.00	\$145.00	\$15,000.00	\$435.00
9	Plastic Reflective Pavement Striping (8"Width) (White)	41.000	LF		\$10.00	\$410.00	\$20.00	\$820.00
10	Adjustment of Manholes	19.00	EA		\$5.00	\$95.00	\$500.00	\$9,500.00
11	Adjustment of Drainage Structures	19	EA		\$5.00	\$95.00	\$750.00	\$14,250.00
12	Adjustment of Water Valves	19	EA		\$5.00	\$95.00	\$100.00	\$1,900.00
13	Shoulder Material (Stone Fill)	9,137	LF		\$1.00	\$9,137.00	\$3.00	\$27,411.00
14	Shoulder Material (Reclaimed Asphalt Pavement)	18,261	LF		\$1.00	\$18,261.00	\$1.00	\$18,261.00
15	Mobilization	1	LUMP SUM		\$15,000.00	\$15,000.00	\$50,000.00	\$50,000.00
TOTAL ALTERNATE NO. 1						\$649,900.00		\$822,788.00