

Invoice



Date 6/18/2020

Invoice #14

ST. BERNARD PARISH GOVERNMENT
 8201 W JUDGE PEREZ DRIVE
 CHALMETTE, LA 70043
 PHONE 504-278-4255
 FAX 504-278-4329

TO St. Bernard Parish
 Library
 2600 Palmisano Blvd.
 Chalmette, LA 70043-
 3666

			Due Date
	St. Bernard Parish Public Library		7/10/2020

Qty	Description	Unit Price	Line Total
	Landry Management Consultants, LLC Invoice #SBPG/NPL-042	\$34,300.00	\$34,300.00
	St. Bernard Parish Clerk of Court Inv#631136	\$205.00	\$205.00
Subtotal			\$34,505.00
Total			\$34,505.00

Make all checks payable to ST. BERNARD PARISH GOVERNMENT



St. Bernard Parish Government
Department of Public Works

1125 E. St. Bernard Highway
 Phone (504) 278-4300

Chalmette, Louisiana 70043
 Fax (504) 278-4480

Guy McInnis
 Parish President

MEMORANDUM

TO: BLAIR ELLINWOOD
 DIRECTOR
 FINANCE DEPARTMENT

FROM: DONALD R. BOURGEOIS, JR.
 CAPITAL PROJECTS SUPERVISOR

DATE: JUNE 15, 2020

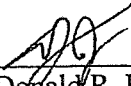
RE: ST. BERNARD PARISH PUBLIC LIBRARY

The Department of Public Works has received the following invoice:

Contractor	Invoice No.	Invoice Date	Amount	P.O. Number
Landry Management Consultants, LLC	SBPG/NPL-042	6/1/2020	\$34,300.00*	

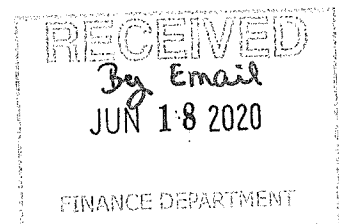
*The amount shown is for reference only.

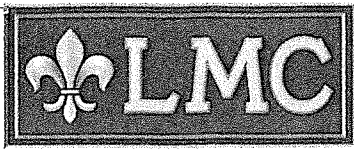
All work pertaining to the above invoice has been completed according to contract requirements. Please proceed with the necessary steps to calculate and execute payment.



 Donald R. Bourgeois, Jr.
 Capital Projects Supervisor

DRBJr/dpz





June 1, 2020

Mr. Donald Bourgeois
SBPG Capital Projects Supervisor
1125 E. St. Bernard Highway
Chalmette, Louisiana 70043

**REFERENCE: Project – New Parish Library
Project Management Services & Resident Inspection Services
LMC Invoice SBPG/NPL- 042 – Project Management Services**

Enclosed for payment is our progress invoice for services rendered for the time period of March 23, 2020, through May 31, 2020 in the amount of **\$34,300.00**. Services were provided pursuant to the agreement executed August 27, 2019, and Amendment No. 1 executive April 30, 2020 Scope of Services.

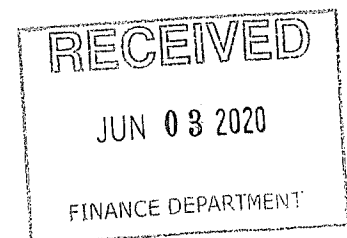
If you have any questions regarding this invoice, please contact Douglas Landry at 504-579-3334, or by email at ddlandry@landrymanagement.com

Respectfully,

Douglas D. Landry
Manager, LMC

Enclosures: One (1) Original with three (3) copies.

Cc: Blair Underwood, SBPG Finance
Robin Mason, SBPG Finance
Danielle Landry, LMC
Lizeth Lemus, LMC





Invoice No: SBPG/NPL-042	Invoice Date: 6/1/2020	Period from: 3/23/2020	Period to: 5/31/2020
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Bill To: Donald Bourgeois, Capital Projects Supervisor St. Bernard Parish Government 1125 E. St. Bernard Highway Chalmette, La. 70043 504-962-9103	Scope of Service: Project Management Services - Design Administration & Management
	Make all checks payable to: Landry Management Consultants, LLC 2109 Legend Street, Meraux, Louisiana 70075

SUMMARY Original Contract

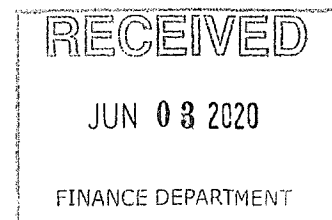
Project Budget **\$11,387,881.00**
 Project Management Fee **\$196,300.00**

Project Phase	TOTAL FEE	PREVIOUS BILLING			FEE EARNED THIS PERIOD		
	Per Phase	FEE PERCENTAGE	Amount Billed	Remaining Balance	FEE %	Accumulative % Complete	Amount
Schematic Design	\$ 17,000.00	100.00%	\$ 17,000.00	\$ -	0.00%	100.00%	\$ -
Design Development (Building)	\$ 25,220.00	100.00%	\$ 25,220.00	\$ -	0.00%	100.00%	\$ -
Construction Documents (Surcharge)	\$ 13,000.00	100.00%	\$ 13,000.00	\$ -	0.00%	100.00%	\$ -
Construction Documents (Building)	\$ 30,000.00	55.00%	\$ 16,500.00	\$ 13,500.00	20.00%	75.00%	\$ 6,000.00
Bidding (Surcharge)	\$ 5,200.00	100.00%	\$ 5,200.00	\$ -	0.00%	0.00%	\$ -
Construction (Surcharge)	\$ 23,000.00	10.00%	\$ 2,300.00	\$ 20,700.00	50.00%	60.00%	\$ 11,500.00
Bidding (Building)	\$ 5,200.00	0.00%	\$ -	\$ 5,200.00	0.00%	0.00%	\$ -
Construction (Building)	\$ 72,480.00	0.00%	\$ -	\$ 72,480.00	0.00%	0.00%	\$ -
Close Out	\$ 5,200.00	0.00%	\$ -	\$ 5,200.00	0.00%	0.00%	\$ -
	\$ 196,300.00		\$ 79,220.00	\$ 117,080.00			\$ 17,500.00

Amendment No. 1 - Surcharge Resident - \$28,000.00

Project Phase	TOTAL FEE	PREVIOUS BILLING			FEE EARNED THIS PERIOD		
	FEE	FEE PERCENTAGE	Amount Billed	Remaining Balance	FEE %	Accumulative % Complete	Amount
Surcharge Resident Inspeyton	\$ 28,000.00	0.00%	\$ -	\$ 28,000.00	60.00%	60.00%	\$ 16,800.00

If you have any questions concerning this invoice, contact:	Douglas D. Landry - Cell: (504)579-3334	Invoice Total	\$34,300.00
	Email: ddlandry@landrymanagement.com		



**St. Bernard
Randy S. Nunez Clerk of Court**

St. Bernard Parish Courthouse
Chalmette, LA 70044
Phone Number : (504) 271-3434

Official Receipt : 2020-00002436

Printed On : 05/21/2020 at 8:49:39 AM

By : 210 on SBCOCLAND03

Customer :
ST BERNARD PARISH GOVERNMENT
8201 WEST JUDGE PEREZ DRIVE
ATTENTION: BLAIR ELLINWOOD
CHALMETTE, LA 70043

#631136

Date Recorded : April 30, 2020

Instrument ID	Recorded Time	Amount
Book : 1935 Page : 729	11:02:56 PM	\$205.00
Transaction : MORTGAGES - GENERAL		
Name(s) : ST BERNARD PARISH GOVERNMENT		
To : BEVERLY CONSTRUCTION CO LLC		
		Total Due : \$205.00
		Amount Charged : \$205.00
		Change Tendered : \$0.00

*Library Board
Site Surcharge - New Public Library
Beverly Construction Co., LLC
Agreement*

*Jarvis
Ragas
5/21/2020*

*YJ
5/28/20*

THANK YOU
VISIT OUR WEBSITE AT WWW.STBCLERK.COM

RECEIVED
JUN 01 2020
FINANCE DEPARTMENT

*File 165
999-109000 @*

St. Bernard Parish Certified Copy

Randy S. Nunez
Clerk of Court
St. Bernard Parish Courthouse
Chalmette, LA 70044
(504) 271-3434

Received From :
ST BERNARD PARISH GOVERNMENT
8201 WEST JUDGE PEREZ DRIVE
ATTENTION: BLAIR ELLINWOOD
CHALMETTE, LA 70043

First MORTGAGOR
ST BERNARD PARISH GOVERNMENT

First MORTGAGEE
BEVERLY CONSTRUCTION CO LLC CONTRACTOR

Index Type : MORTGAGES

File Number : 631136

Type of Document : AGREEMENT

Book : 1935 **Page :** 729

Recording Pages : 23

Description : SITE SURCHARGE FOR ST BERNARD PARISH PUBLIC LIBRARY - JUDGE PEREZ DR- PROJECT NO. SBPG/NPL

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for St. Bernard Parish, Louisiana.

On (Recorded Date) : 04/30/2020

At (Recorded Time) : 11:02:56PM



Doc ID - 008050330023

CLERK OF COURT
RANDY S. NUNEZ
Parish of St. Bernard
I certify that this is a true copy of the attached document that was filed for registry and Recorded 04/30/2020 at 11:02:56
Recorded in Book 1935 Page 729
File Number 631136
Mandy B. Fleetwood
Deputy Clerk /s/ MANDY B. FLEETWOOD

Return To :
ST BERNARD PARISH GOVERNMENT
8201 WEST JUDGE PEREZ DRIVE
ATTENTION: BLAIR ELLINWOOD
CHALMETTE, LA 70043

AGREEMENT

THIS AGREEMENT, made the 23 day of MARCH, 2020, by and between the St. Bernard Parish Government, St. Bernard Parish, Louisiana, referred to in these Contract Documents as "OWNER" acting, as the context requires, either on its own behalf or as the governing authority of the political subdivision which has the legal authority and responsibility for this agreement and for whom the Work is being performed, and acting through its President and his authorized agents, and **Beverly Construction Co., LLC** (*CONTRACTOR's legal name*) referred to in these Contract Documents as "CONTRACTOR" (the "Agreement"):

WITNESSETH THAT:

WHEREAS, in accordance with law, OWNER has caused the Contract Documents to be prepared and an Invitation to Bid to be published for and in connection with the **Site Surcharge for St. Bernard Parish Public Library, Judge Perez Drive, St. Bernard Parish, Louisiana, Parish Project No: SBPG/NPL**.

WHEREAS, CONTRACTOR, in response to the Invitation to Bid, has submitted to OWNER, in the manner and at the time specified, a sealed bid in accordance with the Instructions to Bidders; and

WHEREAS, OWNER, in the manner prescribed by law, has publicly opened, examined, and canvassed the bids submitted, and has determined CONTRACTOR to be entitled to the award for the Work in accordance with the law and has duly awarded to CONTRACTOR a contract therefor, for the sum or sums named in CONTRACTOR's bid.

NOW THEREFORE, in consideration of the compensation to be paid to CONTRACTOR and of the mutual agreements herein contained, the parties to these presents have agreed and hereby agree, OWNER, for itself and its successors, and CONTRACTOR for itself, and its successors and assigns, as follows:

ARTICLE I.

Owner, through the Parish President of St. Bernard Parish, **Guy S. McInnis**, does hereby grant and confirm unto CONTRACTOR the Contract to perform the Work under **Site Surcharge for St. Bernard Parish Public Library, Judge Perez Drive, St. Bernard Parish, Louisiana, Parish Project No: SBPG/NPL**, in accordance with the CONTRACTOR's written bid proposal dated **February 21, 2020**, a copy of which is attached hereto and made a part hereof.

A. The CONTRACTOR shall perform all Work, including the assumption of all obligations, duties and responsibilities necessary to the successful completion of the Contract and the furnishing of all materials and equipment required to be incorporated in and to form a permanent part of the Work; tools, equipment, supplies, transportation, facilities, labor, superintendence and services required to perform the Work; and Bond, insurance and submittals; all as indicated or specified in the Contract Documents to be performed or furnished by CONTRACTOR for the Work included in and covered by OWNER's official award of this Contract to CONTRACTOR; such award being based on the acceptance by OWNER of CONTRACTOR's bid.

ARTICLE II.

The Project has been designed by Mathes Brierre Architects + Architects Beazley Moliere, who is hereinafter called ARCHITECT/ENGINEER and who is to act as OWNER's representative, to assume all duties and responsibilities and to have the rights and authority assigned to ARCHITECT/ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE III.

A. All notices, letters, and other communications directed to OWNER shall be delivered or addressed and mailed (along with one copy), postage prepaid to the ARCHITECT/ENGINEER at the address in the Invitation to Bid, with one additional copy addressed and mailed to:

St. Bernard Parish Government
Department of Public Works
1125 E. St Bernard Highway
Chalmette, Louisiana 70043

B. In addition, one copy of all correspondence directed to the ARCHITECT/ENGINEER shall be sent to the OWNER. The business address of CONTRACTOR given in this Agreement and CONTRACTOR's office in the vicinity of the Work are both hereby designated as the places to which all notices, letters, and other communications to CONTRACTOR will be mailed or delivered. CONTRACTOR shall notify ARCHITECT/ENGINEER and OWNER of any change of address immediately.

ARTICLE IV.

That OWNER shall pay to CONTRACTOR for performance of the Work embraced in this Contract, in accordance with the Contract Documents, and CONTRACTOR shall accept as full compensation therefor, the sum (subject to adjustment as provided in the Contract Documents) of six hundred ninety-eight thousand three hundred ten Dollars (\$698,310.00) for all Work covered by and included in the Contract award and

designated in the foregoing Article I; payment thereof to be made in current funds in the manner provided in the Contract Documents.

Notwithstanding anything to the contrary in the foregoing, CONTRACTOR acknowledges and agrees that, pursuant to the applicable Laws and Regulations, this Agreement is subject to an annual appropriation dependency requirement to the effect that the renewal and/or continuation of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the Agreement. If the OWNER fails to appropriate sufficient monies to provide for payments under this Agreement, the Agreement shall terminate on the last day of the last fiscal year for which funds were appropriated. This ground for termination is in addition to any other grounds that are identified in the General Conditions or the Special Provisions.

Estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by ARCHITECT/ENGINEER.

ARTICLE V.

A. All work designed on the Plans and in the Specifications shall be executed and achieve substantial completion within 300 consecutive calendar days from the date specified in the "Order to Proceed" as the starting date for the Contract Time. The time allowed for completion of this project includes days of inclement weather as provided below and any time required for final clean-up of this project site. If agreed to by both parties in a written change order, the contract time may be extended 30 calendar days, or a fraction thereof.

B. The CONTRACTOR shall note that abnormal weather conditions shall not be an automatic cause for time extension. The Contract Time specified above includes an allowance for normal adverse weather days. The following schedule of monthly normal adverse weather conditions is based on locally collected rainfall data and constitutes the baseline for monthly weather time evaluations. Presented are the average number of days during each month that at least a tenth of an inch of rainfall was recorded over a five year evaluation period. Unless other specified, the Contractor's project work schedule shall reflect these anticipated adverse weather delays in all weather-related activities:

Monthly Anticipated Adverse Weather Days*

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
9	6	7	7	8	13	17	11	6	6	6	9

*Calendar Days, based on a five-day work week

ARTICLE VI.

A. OWNER and CONTRACTOR recognize and agree that time is of the essence of this Agreement and that the Work must be completed in every respect

appropriate within the applicable time limits set forth in the Contract Documents, commencing from the date specified in the Contract Documents. OWNER and CONTRACTOR further understand and agree that it is difficult at this time to estimate the damage which the delay in completion of the Work would cause the OWNER and that, accordingly, if the CONTRACTOR shall neglect, fail, or refuse to complete the Work in accordance with the Contract Times specified in the Contract Documents, or any extension thereof granted by the OWNER in accordance with the applicable provisions of the Contract Documents then, in addition to the other stipulated damages provided for in Article VII below, the CONTRACTOR agrees, as a part of the consideration for the award of this Contract, that OWNER shall be entitled to receive the amount or amounts per day set forth in paragraph B below from CONTRACTOR, not as a penalty but as stipulated ("liquidated") damages for delay for such breach of contract, such amounts being specifically herein agreed upon in advance as the measure of damages to the OWNER on account of such delay in the completion of the Work.

B. The CONTRACTOR shall owe OWNER liquidated damages in the amount of One Thousand Five Hundred dollars (\$ 1,500.00) for each and every calendar day after the time specified in Article V for Substantial Completion of the Work until the Work is determined to be substantially complete in accordance with the Contract Documents. .

C. The number of calendar days in default shall be calculated exclusive of the day on which the applicable completion time was specified and shall include each and every other calendar day up to and including the day that the CONTRACTOR has been determined to satisfy its obligation for the applicable degree of completion under the Contract Documents.

D. CONTRACTOR further agrees that the expiration of the Contract Time shall, ipso facto, constitute a putting in default where CONTRACTOR has failed to complete the Work in accordance with the applicable Contract Times, and OWNER need not formally place the CONTRACTOR in default, the CONTRACTOR hereby expressly waiving any and all notices of default.

E. CONTRACTOR agrees and consents that the liquidated damages may be deducted from progress payments payable to CONTRACTOR pursuant to the Contract Documents and that CONTRACTOR shall accept the Contract Price, reduced by the aggregate amount of the liquidated damages so deducted, in full satisfaction of all Work executed under the Contract Documents.

ARTICLE VII.

NOT USED IN THIS CONTRACT

ARTICLE VIII.

CONTRACTOR shall submit Applications for Payment in accordance with the General Conditions. Applications for Payment will be processed by

ARCHITECT/ENGINEER as provided in the General Conditions.

OWNER shall make progress payments on account of the Contract Unit Price on the basis of CONTRACTOR's Applications for Payment as recommended by ARCHITECT/ENGINEER, as provided below. All such payments will be measured by the schedule of values (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

Upon receipt of the Final Application for Payment, OWNER shall pay the remainder of the Contract Price as recommended by ARCHITECT/ENGINEER as provided in the General Conditions and relevant Special Provisions.

Pursuant to LSA-R.S. 38:2248, OWNER shall retain the following percentages of each progress payment until payment is due under the terms and conditions governing retainage payment:

<u>CONTRACT AMOUNT</u>	<u>RETAINAGE</u>
\$0 - \$499,999.99	10%
\$500,000 or greater	5%

ARTICLE IX.

The Contract Documents which comprise the agreement between OWNER and CONTRACTOR, concerning the Work, consist of the documents listed in the Table of Contents, if any, and the documents identified below:

1. This Agreement.
2. Performance, Payment, and other Bonds.
3. Insurance Certificates
4. Notice to Proceed
5. Standard General Conditions of the Construction Contract
6. Special Provisions
7. Contract Documents (drawings and specifications) bearing the title **Site Surcharge for St. Bernard Parish Public Library, Judge Perez Drive, St. Bernard Parish, Louisiana, Parish Project No: SBPG/NPL**, Addenda numbers **No. 1 to No. 5, inclusive**
8. Bid Form
9. Documentation submitted by CONTRACTOR prior to Notice of Award.
10. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to the General Conditions.

The documents listed above are attached to this Agreement (except as expressly noted

otherwise above).

ARTICLE X.

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

1. CONTRACTOR has visited the Sites, has familiarized himself with and is satisfied as to the nature and extent of the Contract Documents, Work, locality, and as to all general, local and Site conditions and federal, state, and local Laws, and Regulations, which may affect cost, progress, performance or furnishing of the Work.
2. CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in Article IX) and the other related data identified in the Bidding Documents including "technical data."
3. CONTRACTOR understands that no subsurface explorations have been performed by the OWNER for use on this contract and therefore understands that all subsurface explorations necessary for the Contractor's use under this contract shall be performed by the Contractor at its own expense. CONTRACTOR acknowledges that OWNER and ARCHITECT/ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the Site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, test, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.
4. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site(s) that relate to the Work as indicated in the Contract Documents.
5. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Sites, reports and drawings identified in the Contract Documents and all additional

examinations, investigations, explorations, tests, studies and data with the Contract Documents.

6. CONTRACTOR has given ARCHITECT/ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ARCHITECT/ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey an understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE XI.

Terms used in this Agreement which are defined in the Contract Documents will have the meanings indicated in the General Conditions unless otherwise defined herein or the context otherwise requires.

No assignment, sublet or transfer by a party hereto of any rights under or interest 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), nor without the consent of the surety unless the surety has waived its right to notice of assignment 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.

OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, legal representatives, sureties, or guarantors, if any, to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

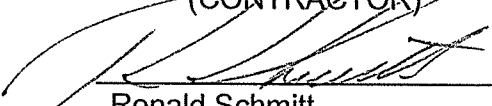
This Agreement shall be deemed to be a contract made under the laws of the State of Louisiana, and for all purposes shall be interpreted in its entirety in accordance with the laws of said State. CONTRACTOR and all parties hereto agree that the sole and exclusive venue for any suit or proceeding brought pursuant to this contract shall be the 34th Judicial District Court for the Parish of St. Bernard.

Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day

and year first above written in the presence of the undersigned witnesses and each signatory warrants by its signature that it has the appropriate authority to sign this Agreement.

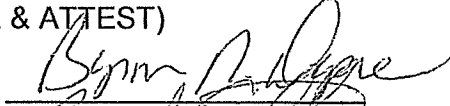
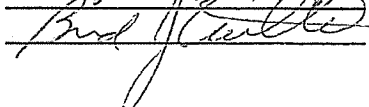
Beverly Construction Co., LLC
(CONTRACTOR)

By:  (SEAL & ATTEST)

Ronald Schmitt
President

Title:
Date:

3/23/20

Address for giving notices:

1215 River Road
Bridge City, Louisiana 70094

License No. 35678

PARISH OF ST. BERNARD
STATE OF LOUISIANA (SEAL & ATTEST)
(OWNER)

By:



Guy S. McInnis,
Parish President
ST. BERNARD PARISH

WVF

Leri Doskey