COOPERATIVE ENDEAVOR AGREEMENT BY AND AMONG ST. TAMMANY PARISH GOVERNMENT, SALES TAX DISTRICT NO. 3, AND THE TOWN OF MADISONVILLE (Mabel Drive Project)

This Cooperative Endeavor Agreement (the "Agreement") is made and entered into on the dates set forth herein below, pursuant to the 1974 Louisiana Constitution Article VII Section 14(C) wherein governmental entities are empowered to enter into intergovernmental agreements and further by St. Tammany Parish Home Rule Charter sections 1-04, 1-06, 3-01 and 3-09, by and among the following parties:

- ST. TAMMANY PARISH GOVERNMENT, a political subdivision of the State of Louisiana and the governing authority of St. Tammany Parish, whose mailing address is P.O. Box 628, Covington, Louisiana 70434, herein appearing by and through Patricia P. Brister, Parish President, duly authorized (hereinafter referred to as "Parish"); and
- SALES TAX DISTRICT NO. 3, a political subdivision of the State of Louisiana, created by St. Tammany Parish Government by the authority of La. R.S. § 47:338.54, formerly La. R.S. § 33:2721.6, herein appearing by and through Patricia P. Brister, Parish President, duly authorized by law (hereinafter referred to as "STD#3"); and
- THE TOWN OF MADISONVILLE, a municipality of the State of Louisiana, whose mailing address is P.O. Box 122, Madisonville, Louisiana 70447, herein by and through Jean Pelloat, Mayor of the Town of Madisonville, duly authorized by law (hereinafter referred to as "Madisonville").
- WHEREAS, pursuant to the provisions of La. R.S. § 33:172, La. R.S. § 33:224, La. R.S. §§ 33:1321 1337, La. R.S. § 47:338.54 (G), and La. R.S. § 47:338.1(D), the Parish, STD#3, and Madisonville are authorized to and did enter into an intergovernmental agreement for the purpose of managing growth and development within St. Tammany Parish and its municipalities in a reasonable and orderly fashion, and for the purpose of managing available resources; and
- WHEREAS, the Parish, STD#3, and Madisonville have previously entered into a Growth Management and Revenue Sharing Agreement Supplementing and Amending the 1990 Sales Tax Enhancement Plan dated effective March 31, 2003, as further amended by the First Amendment to Growth Management and Revenue Sharing Agreement Supplementing and Amending the 1990 Sales Tax Enhancement Plan, dated effective April 11, 2012 (collectively, the "Contract"), and which expired March 31, 2013; and
- WHEREAS, on or around April 19, 2017, it was discovered that the business, the Budget Office Furniture Inc. d/b/a The Office Market, had been incorrectly reporting sales and/or deliveries based upon the physical delivery address of vendees for the approximate time period of January 1, 2010 through December 31, 2015, such that THREE THOUSAND, NINE HUNDRED SEVEN DOLLARS AND 73/100 CENTS (\$3,907.73) was incorrectly sent to Madisonville, in contravention

of the Contract and/or other sales tax reporting requirements (the "Office Market Misallocation"); and

WHEREAS, on or around October 26, 2017, it was discovered that the business, Cintas, had been incorrectly reporting sales tax based upon the physical delivery address of vendees for the approximate time period of January 1, 2013 through December 31, 2016, such that EIGHT THOUSAND, TWO HUNDRED SIXTY DOLLARS AND 96/100 CENTS (\$8,260.96) was incorrectly sent to Madisonville, in contravention of the Contract and/or other sales tax reporting requirements (the "Cintas Misallocation"); and

WHEREAS, on or around July 6, 2017, it was discovered that the business, Acadian Carpet Center, Inc. d/b/a Acadian Flooring Covington, had been incorrectly reporting sales tax based upon the physical delivery address of vendees for the approximate time period of January 1, 2013 through April 31, 2017, such that TWO THOUSAND, THREE HUNDRED TWENTY FOUR DOLLARS AND 76/100 CENTS (\$2,324.76) was incorrectly sent to Madisonville, in contravention of the Contract and/or other sales tax reporting requirements (the "Acadian Flooring Misallocation"); and

WHEREAS, on or around August 3, 2017, it was discovered that the business, Verizon Wireless Network Procurement LP, had been incorrectly reporting sales tax based upon the physical delivery address of vendees for the approximate time period of January 1, 2012 through December 31, 2015 such that SIX THOUSAND, NINETY TWO DOLLARS AND 41/100 CENTS (\$6,092.41) was incorrectly sent to Madisonville, in contravention of the Contract and/or other sales tax reporting requirements (the "Verizon Misallocation"); and

WHEREAS, on or around January 17, 2017, it was discovered that the business, 84 Lumber Co., had been incorrectly reporting sales tax based upon the physical delivery address of vendees for the approximate time period of January 1, 2013 through October 31, 2015, such that ONE HUNDRED FORTY NINE THOUSAND, SIX HUNDRED SEVENTEEN DOLLARS AND 38/100 CENTS (\$149,617.38) was incorrectly sent to Madisonville, in contravention of the Contract and/or other sales tax reporting requirements (the "84 Lumber Misallocation")(The Office Market Misallocation, Cintas Misallocation, Acadian Flooring Misallocation, Verizon Misallocation and 84 Lumber Misallocation are collectively referenced hereinafter as the "Subject STD#3 Misallocations"); and

WHEREAS, the *proces verbal* of the STD#3 proposition states that STD#3 proceeds are to be used

For the purpose of constructing, acquiring, extending, improving, maintaining and/or operating (i) roads, streets and bridges and (ii) drains and drainage facilities, including acquiring all necessary land, equipment and furnishings for any of said public works, improvements and facilities, and further including allocation of funds under intergovernmental agreements with municipalities relating to annexations, revenue sharing areas and growth management areas, to be used by said municipalities for any one or more of the aforesaid purposes that have a benefit to residents of the District

WHEREAS, La R.S. § 33:1236(c)(2) provides that a police jury and/or political subdivision, upon request of the governing authority of any incorporated municipality, may perform all or any part of the repair, maintenance and care of roads, streets, alleys, bridges and culverts and other drainage facilities, situated within and under the jurisdiction of such incorporated municipality, and may expend for such purposes any funds made available to them for road purposes; and

WHEREAS, on or about August 9, 2016, Madisonville hired, as per public bid law, Barber Brothers Contracting Co., L.L.C., and/or other authorized third parties, to construct and perform the Mabel Drive Pavement Rehabilitation Project, which project as designed entailed the paving and rehabilitation of Mabel Drive, a road located within the incorporated municipal boundary of Madisonville that connects to Highway 1077 (hereinafter, the "Mabel Drive Project"); and

WHEREAS, the Mabel Drive Project was substantially completed on or around November 5, 2016, as evidenced by a Certificate of Substantial Completion executed by Barber Brothers Contracting Co., L.L.C., Madisonville and/or other pertinent third parties, and Mabel Drive has subsequently been opened to public use; and

WHEREAS, although Mabel Drive is located within Madisonville's incorporated municipal boundary, it is agreed and acknowledged that the Mabel Drive Project, and Mabel Drive's related maintenance and improvement therein, has benefited and will continue to benefit the residents of the area comprising STD#3 in that said project has improved access to and from, and has improved resulting traffic flow on and within the vicinity of, Highway 1077, a major highway within the Parish located both within and without Madisonville's incorporated municipal boundary; and

WHEREAS, it is important to manage the resources available by working cooperatively to plan, design, provide, and develop the public infrastructure needed to meet the needs of the overall St. Tammany Parish community; and

WHEREAS, in consideration of the completion of the Mabel Drive Project by Madisonville, Parish and Madisonville desire to enter into this Agreement to fully and finally compromise and settle the Subject STD#3 Misallocations, and to address the rights and responsibilities of each party therein.

NOW, THEREFORE, in consideration of the mutual benefits and covenants contained in this Agreement, the parties agree and bind their respective offices as follows:

1. PUBLIC PURPOSE. The parties to this Agreement acknowledge and agree that the public purpose for this Agreement is the maintenance, improvement and construction of public infrastructure in St. Tammany Parish. The parties have determined that (a) the expenditure of public funds pursuant to this Agreement is for a public purpose that comports with a governmental purpose that Parish and City may pursue; (b) the expenditure, taken as a whole, is not gratuitous; and (c) Parish and City have a reasonable expectation of receiving at least equivalent value in exchange for the expenditure.

2. <u>DEFINITIONS</u>

- 2.1 The following terms shall, for purposes of this Agreement, have the following meanings:
 - 2.1.1 This "Agreement" shall mean this Cooperative Endeavor Agreement among Parish, STD#3, and Madisonville for the settlement and resolution of the Subject STD#3 Misallocations.
 - 2.1.2 "Misallocation" shall refer to the improper allocation of STD#3 Sales Tax proceeds, caused by the taxpayer's or others' inadvertent or clerical misidentification of the tax due.
 - 2.1.3 "STD#3 Sales Tax" shall mean (only) the sales and use tax imposed by STD#3 as authorized by pertinent Louisiana constitutional and statutory law, as well as St. Tammany Parish Ordinance No. 86-693, adopted September 4, 1986; St. Tammany Parish Ordinance No. 86-730, adopted November 20, 1986; and St. Tammany Parish Ordinance No. 86-664, adopted on July 17, 1986.
 - 2.1.4 "Tax Collector for the Parish of St. Tammany" shall mean Randy Smith, in his Official Capacity as Sheriff and Ex-Officio Tax Collector for St. Tammany Parish, duly authorized pursuant to pertinent Louisiana statutes and legal authorities, including, but not limited to, La R.S. § 47:2051, La R.S. § 13:5539, La R.S. § 13:5553, and that certain Joint Agreement for Collection of Sales and Use Taxes, entered into between Parish, Madisonville, the Sheriff and Ex-Officio Tax Collector for St. Tammany Parish, duly authorized, and other pertinent parties, last dated on or around February 28, 1992, and/or as thereafter amended.

3. OBLIGATIONS OF MADISONVILLE

- 3.1 It is agreed and acknowledged that the sum owed by Madisonville for the Subject STD#3 Misallocations is ONE HUNDRED SEVENTY THOUSAND TWO HUNDRED THREE DOLLARS AND 24/100 CENTS (\$170,203.24). To effect a full and final settlement of the Subject STD#3 Misallocations, the parties hereby agree and acknowledge as follows:
 - 3.1.1 Madisonville shall agree to the remittance and distribution to Parish by the Tax Collector for the Parish of St. Tammany of the balance of proceeds owed by Madisonville for the Subject STD#3 Misallocations in the sum of SEVENTEEN THOUSAND, THREE HUNDRED AND ELEVEN DOLLARS AND 59/100 CENTS (\$17,311.59) at the first sales tax distribution conducted subsequent to the date of full execution of this Agreement, and which funds will be used by Parish for purposes consistent with the *proces verbal* of the STD#3 proposition, and for the benefit of residents of STD#3.

- 3.1.2 Madisonville shall retain and utilize the balance of proceeds of the Subject STD#3 Misallocations in the sum of THREE THOUSAND, TWO HUNDRED AND SEVENTY FOUR DOLLARS AND 27/100 CENTS (\$3,274.27) solely for purposes consistent with the *proces verbal* of the STD#3 proposition, and for the benefit of residents of STD#3.
- 3.1.3 Madisonville shall retain and utilize the balance of the proceeds of the Subject STD#3 Misallocations associated with the 84 Lumber Misallocation, currently in the amount of ONE HUNDRED FORTY NINE THOUSAND, SIX HUNDRED SEVENTEEN DOLLARS AND 38/100 CENTS (\$149,617.38), in consideration of the costs incurred by Madisonville for the completion of the Mabel Drive Project, including, but not limited to, the construction, design, engineering, and resident inspection thereof, for the resulting benefit of residents of STD#3 (the "City's Contribution").
- 3.2 Madisonville has previously forwarded to Parish copies of all underlying invoices and additional documentation pertaining to the design, engineering and/or construction of the Mabel Drive Project, including copies of all designs, engineering studies, construction plans and other documents funded, in whole or in part, with the monetary proceeds of misallocations of STD#3 funds made the subject of this Agreement, and a copy of which pertinent documentation is attached as Exhibit "A" hereto. The City and Parish acknowledge that the cost of the Project has exceeded and/or will exceed the monetary amount of the 84 Lumber Misallocation.
- 3.3 In performing the Mabel Drive Project, Madisonville acknowledges that it procured all necessary contractors for the design, engineering and/or construction of the Mabel Drive Project in the manner required by Louisiana law and Madisonville's policies and procedures.

4. OBLIGATIONS OF THE PARISH

4.1 In consideration for the completion of the Mabel Drive Project by Madisonville, and the resulting benefits to residents of STD#3, the Parish agrees to an equitable sharing with Madisonville, pursuant to Louisiana law and the *proces verbal* of the STD#3 proposition, of STD#3 proceeds owed by Madisonville to Parish for the Subject STD#3 Misallocations, being ONE HUNDRED FIFTY TWO THOUSAND EIGHT HUNDRED NINETY ONE DOLLARS AND 65/100 CENTS (\$152,891.65), as detailed in Sections 3.1.2 and 3.1.3 of this Agreement (the "Sharing"). The Sharing is conditioned on the remittance and distribution to Parish by the Tax Collector for the Parish of St. Tammany, on behalf of Madisonville, of the balance of the Subject STD#3 Misallocations in the sum of SEVENTEEN THOUSAND, THREE HUNDRED AND ELEVEN DOLLARS AND 59/100 CENTS (\$17,311.59), as mandated pursuant to Section 3.1.1 of this Agreement.

5. <u>TERMINATION AND BINDING NATURE</u>

- 5.1 The term of this Agreement shall be one (1) year, commencing on the date of full execution of this Agreement (the "Term").
- **5.2** Any alteration, variation, modification, or waiver of provisions of this Agreement shall be valid only when it has been reduced to writing and approved of and executed by all parties prior to the alteration, variation, modification, or waiver of any provision of this Agreement.
- **5.3** Time is of the essence and the performance of the terms and conditions hereof shall be held in strict accordance with the times and dates specified herein.

6. CONTRACTUAL VALIDITY AND MISCELLANEOUS PROVISIONS

- 6.1 In the event that any one or more provisions of this Agreement is for any reason held to be illegal or invalid, the parties shall attempt in good faith to amend the defective provision in order to carry out the original intent of this Agreement.
- **6.2** If any term or clause herein is deemed unenforceable or invalid for any reason whatsoever, that portion shall be severable and the remainder of this Agreement shall remain in full force and effect.
- 6.3 Any suit filed by a party to this Agreement to resolve a dispute or controversy regarding the matters which are the subject of this Agreement shall be filed in the 22nd Judicial District Court for the Parish of St. Tammany which shall have exclusive venue and jurisdiction for any such action. Further, any dispute arising from this Agreement shall be governed by the laws of the State of Louisiana.
- **6.4** Any failure to take any action pursuant to this Agreement or to exercise any right granted herein does not serve as a waiver to any other obligation contained herein.
- 6.5 The parties acknowledge and agree that the obligations and covenants made herein give rise to contractual rights of each party and the right to demand specific performance and any claim to damages suffered hereunder.
- **6.6** No party herein shall assign any interest in this Agreement (whether by assignment or novation). This Agreement may be amended only by mutual written consent of the parties.
- **6.7** Each representative herein warrants that they have the requisite authority and permission to enter, sign and bind their office.

6.8 Each party certifies that it will adhere to and follow any and all federal, state and local laws and regulations, ordinances and licensing requirements applicable to each party's obligations as stated herein, including, but not limited to, the Louisiana Code of Government Ethics (LSA R.S. § 42:1101, et seq.) and the quasi-public agency audit and reporting requirements by the Louisiana Legislative Auditor (LSA R.S. § 24:513A(l)(b)(iv)).

7. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding and reflects the entirety of the undertakings between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements. There is no representation of warranty of any kind made in connection with the transactions contemplated hereby that is not expressly contained in this Agreement.

8. NO PERSONAL LIABILITY OF INDIVIDUAL REPRESENTATIVE

No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any official, trustee, officer, agent or employee of any corporate party of his individual capacity, and neither of the officers of any party nor any official executing this Agreement shall be personally liable with respect to this Agreement or be subject to any personal liability or accountability under this Agreement by reason of the execution and delivery of this Agreement.

9. NOTICES

Any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be either hand-delivered or mailed, postage pre-paid by First Class Mail, registered or certified, return receipt requested, or delivered by private, commercial carrier, express mail, such as Federal Express, or sent by, telecopier or other similar form of electronic transmission confirmed by written confirmation mailed (postage pre-paid by First Class Mail, registered or certified, return receipt requested or private, commercial carrier, express mail such as Federal Express) at substantially the same time as such rapid transmission. All communications shall be transmitted to the address or number set forth below or such other addresses or numbers to be named hereafter designated by a party in written notice to the other party compliant with this section.

If to Madisonville:

Mayor Jean Pelloat Town of Madisonville P.O. Box 160 Madisonville, Louisiana 70447

If to Parish:

President Patricia P. Brister (or her lawful successor) St. Tammany Parish Government P.O. Box 628 Covington, LA 70433

If to STD#3:

St. Tammany Parish Government Patricia P. Brister, Parish President (or her lawful successor) P.O. Box 628 Covington, LA 70434

(Signature page follows.)

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed in multiple originals by the hereunder signed officers, each in the presence of the undersigned two (2) competent witnesses in St. Tammany Parish, State of Louisiana, as of the dates set forth, below after diligent reading of the whole, in various counterparts.

THUS DONE AND SIGNED on presence of the undersigned witnesses.	this 1st day of October, 2018 in the
WITNESSES:	ST. TAMMANY PARISH GOVERNMENT
June Port	BY: Januar Phul- Patricia P. Brister Parish President
THUS DONE AND SIGNED on presence of the undersigned witnesses.	this 15+ day of October, 2018 in the
WITNESSES:	SALES TAX DISTRICT NO. 3
Helly M. Rabula is	BY: Patricia P. Brister Parish President
THUS DONE AND SIGNED on presence of the undersigned witnesses.	this 19 ^{1H} day of SEPTEMBER, 2018 in the
WITNESSES:	THE TOWN OF MADISONVILLE
WATE C. MORLER	BY: Jean Pelloat Mayor
Alicia Wats	

EXHIBIT "A" Project Documentation

(See attached pages).

Town of Madisonville Sales Tax Misallocation Analysis

		· · · · -			
	149 617 38				
	145,017150				
Mabel St. Project Construction					
Engineering/Resident Inspection					
	•				
	(620.68)				
Total Contract	Mabel Street	Alternate			
109,645.00	109,645.00				
28,846.55	28,846.55				
138,491.55	138,491.55				
124,642.39	124,642.39				
13,849.16	13,849.16				
138,491.55	138,491.55				
Total Contract	Total Contract	Alternate			
11,746.51	11,746.51				
1,238.13	1,238.13				
10,508.38	10,508.38				
11,746.51	11,746.51				
	28,846.55 138,491.55 124,642.39 13,849.16 138,491.55 Total Contract 11,746.51 1,238.13 10,508.38	Total Contract 109,645.00 109,645.00 28,846.55 28,846.55 138,491.55 138,491.55 138,491.55 138,491.55 138,491.55 138,491.6 13,849.16 13,849.16 Total Contract 11,746.51 11,746.51 1,238.13 10,508.38 10,508.38			

From Wager Mollin + Mayor Pollit

SECTION 00490 -NOTICE OF AWARD

Barber Brothers Contracting Co., L.L.C.
P.O. Box 66296 Baton Rouge, LA 70896
PROJECT Description Mabel Drive Pavement Rehabilitation
The OWNER has considered the BID submitted by you for the above described WORK in response to its
ADVERTISEMENT FOR BIDS dated May 19th, 2016 and INSTRUCTIONS TO BIDDERS.
You are hereby notified that your BID has been accepted for items in the amount of \$ 109,645.00
You are required by the INSTRUCTIONS TO BUDDENE
You are required by the INSTRUCTIONS TO BIDDERS to execute the AGREEMENT and furnish the required CONTRACTOR'S PERFORMANCE DON'D PLANT TO SECURE THE PROPERTY OF THE PROPERTY
the required CONTRACTOR'S PERFORMANCE BOND, PAYMENT BOND, and CERTIFICATE OF INSURANCE within fourteen (14), calendar days from the date of this NOTICE to you.
If you fail to execute said AGREEMENT and to find NOTICE to you.
If you fail to execute said AGREEMENT and to furnish said BONDS within fourteen (14) calendar days from the date of this NOTICE said OWNER with he would be said BONDS.
days from the date of this NOTICE, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your BID as abandoned and as a facility.
OWNER's acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.
You are required to return an acknowledged seem of the North and
You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.
Dated this Ain day of Alash 20 16
Town of Madisouville
OWNER OWNER
By And lower
Jean Pelloat
TITLE Mayor
ACCEPTANCE OF NOTICE
Receipt of the above NOTICE OF ANYARD
Receipt of the above NOTICE OF AWARD is hereby acknowledged by Barber Brothers Contracting Co., LLC. this day of final 20 16
20 16
BY Douglas W. Barber
TITLE Vice President

SECTION 00500 - AGREEMENT

THIS AGREE	EMENT, made this day of	, 2016, by and between
	TOWN OF MADISONY	LLE
hereinaster ca	illed "OWNER" and Barber Brothers Contracting	e Co., LLC. doing business as
a Lim	nited Liability Company	hereinafter called "CONTRACTOR",
(Individual/Po	artnership/Corporation)	
WITNESSET	TH: That for and in consideration of the payments at	ad agreements hereinafter mentioned
L.	The CONTRACTOR will commence and comple Rehabilitation	ete the <u>Mabel Drive Pavement</u>
2.	The CONTRACTOR will furnish all of the mater other services necessary for the construction and herein.	180 112 400 300
3.	The CONTRACTOR will commence the Mocuments within fourteen (14) calendar PROCEED and will complete the same within Signature of Signatu	days after the date of the NOTICE TO kty (60) calendar days unless the period for ACT DOCUMENTS. Liquidated damages
4.	The CONTRACTOR agrees to perform all of t	

5,	The ter	nn "CONTRACT DOCUMENTS" means and includes the following:
	00050	ADVERTISEMENT FOR BIDS
		INFORMATION TO BIDDERS
		BID FORM
		BID BOND
	00430	CORPORATE RESOLUTION ISUCCESSALI, BIODER MUST PROVIDE WITH BID IF APPLICABLE) ATTESTATIONS ISUBMITTED BY EACH BIDDER WITHUN IN DAIS OF BID OFFINION (LA. R.S. 38:2227 PAST CRIMINAL CONVICTIONS OF BIDDERS) (LA. R.S. 38:2212,10 VERIFICATION OF EMPLOYEES)
	00440	CONTRACTOR AFFIDAVIT (R.S. 38:2224) SOCCESSFUL BIDDER MUSI PROVIDE POST INC.
		NOTICE OF AWARD
		ACCEPTANCE OF NOTICE OF AWARD
	00500	AGREEMENT
	00550	NOTICE TO PROCEED ACCEPTANCE OF NOTICE TO PROCEED
	00610	PAYMENT BOND
	00620	PERFORMANCE BOND
	00630	CERTIFICATE AS TO CORPORATE PRINCIPAL
		PERIODIC ESTIMATE FOR PAYMENT
		CONTRACT CHANGE ORDER
		CERTIFICATE OF SUBSTANTIAL COMPLETION
		GENERAL CONDITIONS
		SUPPLEMENTARY GENERAL CONDITIONS
		SPECIAL CONDITIONS
	DIVISI	ONS I THRU 16 - TECHNICAL SPECIFICATIONS
	DRAW	INGS prepared by Professional Engineering Consultants Corporation numbered
_1	_ throug	h 4, duted May 2016
	SPECI	FICATIONS prepared or issued by Professional Engineering Consultants Corporation
lated _	May, 20	<u>916</u> .
	ADDE	NDA:
	No.	N/A dated 20
		20
		20
		20
		Ty-Maj-dy-American grants (Agglossin grants (Agglossin grants) (Agglos

- 6. The OWNER will pay to the CONTRACTOR, in the amount and at such times as set forth in the GENERAL CONDITIONS, such amounts as required by the CONTRACT DOCUMENTS.
- This AGREEMENT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this AGREEMENT in <u>six (6)</u> copies each of which shall be deemed an original on the date first above written.

(SEAL)			OWNER:
ATTEST:	(Please Type)	BY	TOWN OF MADISONVILLE
TITLE	1-66.8-11.3	NAME	Jean Pellout, Muyor (Pleuse Type)
(SEAL)		CONTR	ACTOR.
ATTEST:	acco E. With	ВУ	BARBER BROTHERS CONTRACTING CO., LLC.
TITLE Se		NAME	Douglas W. Barber, Vice President (Please Type)
		ADDRESS	P.O. BOX 66296
			BATON ROUGE, LA 70896

SECTION 00550 - NOTICE TO PROCEED

TO. Barber Brothers Contracting Co., L.f.C. P.O. Box 66296 Baton Rouge, LA 70896	Date:	August 9 m	The same of the sa
		Mahel Drive Pavemen PEC Project No. 1124	
You are hereby notified to commence WORK in account of the second of the	1, and you	are to complete the W	ORK within <u>Sixty</u>
By: fitle:	Q	Town of Madisons OWNER Jean Pelloar Mayor	ille
ACCEPTANCE	E OF NOTE	CE	
Receipt of the above NOTICE TO PROCEED is here Co. LLC. , this the By	by acknowle	adged by Barber Brot	hers Contracting

SECTION 00670 - CONTRACT CHANGE ORDER

00670-1

Project No.	11247.10	Date:	11-09-16	
Change Order No.	I (ONE) Final	State:	Louisiana	
		Parish:	St. Tammany	
Contract For:	Mabel Drive Pavement Rehabilitation	on		
Owner:	Town of Madisonville, PO. Box 160), Madisoi	wille, LA 70447	
To (Contractor):	Barber Brothers Contracting Co LL	C P.O. Bo	ox 66296 Baton Rouge, La.7	0896
You are hereby reque	ested to comply with the following ch	anges fro	m the Contract Plans and Sp	ecifications:
DESCRIPT See Attached	TION OF CHANGES C	DECRE CONTRA	CT PRICE CONTI	REASE IN RACT PRICE 28,846.55
NET CHANG	TOTALS: SE IN CONTRACT PRICE:			28,846.55 28,846.55
JUSTIFICATION: T	o reflect actual quantities used in cons	struction a	and additional work requeste	d by the owner.
Six and 55/100	Dollars (\$ 28,846,55).		
	ncluding this and previous Change Or One and 55/100 Dollars (\$ 13			ght Thousand
	provided for Completion will be increase			
The Contract Comple			·	
This document will be	ecome a supplement to the Contract at	nd all prov	isions will apply thereto.	
Recommended: Pr	ofessional) Engineering Consultants C	orporation	12/14/16 Date	
Approved:	Barber Brothers Contracting Co. 1	LLC	Date	
	Town of Madisonville		12-15 - 10 Date	

18/11247/10/16/3/ shanks wifes do. •

TOWN OF MADISONVILLE MABLE DRIVE PAVEMENT REMABILITATION PEC PRODUCT NO. 11247-10 FINAL CHANGE DEDER SUMMARY

TEM NO.	DESCRIPTION OF 17894	MIST PRICE	incits	CUMULA (Inchesing of a	CARABIT CONTIACY (Including of produce stherps orders)		FINAL CONTRACT			CHANGE		
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1	2" Applianc Concrete, Type 3 Westing Course Write AC-30	\$100.00	Terre	JOD .	1	30,000 00	366.50	1	38,650,00	M.50		B.ASO.
2	Asphalts Parameter Petching (1909-8) as Galerted by Grightets	5 (23 00	5.1	23		3,125 00	214.00	1	3,250 cm	1.00	i.	125.0
3	Cord Penning Assignation Personners (2" Capits) and Final to Boat Laurets Persong Lot	\$3.00	S.V.	2,855	F	\$,465 CO	3,310,00	5	9,930.00	455.00	-	1,365.6
4	Ferrove and Dispose Asphalt Road and Gast at Driversy and Intersection	\$15.00	S.Y.	760	1	3,900.00	260.00	<u>.</u>	1,900.00	9.00	5	4,502.1
5	Reviews and Dispose of Empiric Concrete Differency (Brokulling Saw Custing)	\$15.00	S.v.	20	,	300.00	20.01	3	300.00	0.00	3	
6	Retrove and Dispose of Existing Concrete Sciences (Irrobuting Saw Cottens) and Including any Necessary Concrete Ceff, and Cetty	\$15.00	SY	14	,	219.05	£2.19	5	J31.50	8.10		121.5
7	Annove and Depose of Exiting Concrete Curb and Guider (Including Sen Cutting)	\$19 BO	t.r	**	1	+40,00	107.00	1	L0/3.00	63 (to		636.0
•	Construct fload flam Priving Shrudling of Constable, 6* Type of \$10 Limitations, Gestander Palmi, Sub-Grade Contraction	\$143.00	SV	250		36,400 00	260.00	\$	36,400.00	0.00	1	*****
9	4" Constelle Orlessoy and Companied Sub-Crade	\$125.00	57.	31	-	3,875.03	12.00	_			-	
10	4" Concrete Schwalk with Hands Cap Ramp and Contracted Sub-Grade	\$125.00	Sy.	19	5	1,250 00		1	3,875.00	30.0	8	197
31	New Concrete Curb and Gutter with Tapered Sections	\$70 aq	U.E			3,300,00		1	2,762.50	P.IC	5	10125
12	Coustruction Layout	63,000,00	1.5.		·	3,000 00		<u>_</u>	1,000.00	75.00	\$	5.250.0
17	Ferticorary Signs, and Barrouses for Traffic Control	\$5,000.90	L\$.		1	5,200.00			3,000,00	9.00	\$	
14	Modifization	\$10,000 DD	L 5.		1	10,000.00		• •	10,000,00		1	(*)
CD-1)	Addrávnel Construction: Laybut	8797.00	15			100		,	290.00	11.00	1	[80]
CD 2)	Addrariel Tomporery Signs and Berntades	\$1,000,00	LS					5	1,000,00	100	÷	390 80
CO-3)	Addictorie Matsitration	15,00C,00	L.S.				12 cars	<u></u>	2,000,00	19.50.00	\$	1,000 00
15-4)	Type A Pacowing (Phieh)	E153.00	Turs			9	177	, ,	5,302,55	_	\$	5,000.00
		,		ELATOT	\$	189,645.00		_	138.491.55	34.21	3	5,302.53
					_				L TRUBLACE		<u>*</u>	28,546.35

ATTIONNESS CHARGE CHORN SCHOOL SUPPORT STANDS STANDS

5956 00

SECTION 00660 - PERIODIC ESTIMATE FOR PAYMENT

ENGINEER: CONTRACTOR: PROJECT NO.:		nearing Consul Contracting Co	itanis Corp LC	PROJECT: CONTRAC PERCENT ORIGINAL CONTRAC	: Mabei Driv T: COMPLETE: CONTRACT : T COMPLETE	100% FIME: 60	*	n TIME REMAI	1 of Days
In accordance with the account for this	this Contract and t Contract a us follo	he attached Es	limata for Pa	ment, the C	oniractor is en	taled to play	ment to the on	count stipulated below	The areas
Crizinge Order	Addit		Deduc						and bleast t 2550
One (1)	\$2	8 646 55	ega.	1547E			Change Co Co Work	riginal Contract Sum Orders (Net Change): contract Sum to Date: Material Stored c Completed to Date:	\$109 64 \$28.84 \$138.49 \$1
							Total	Completed to Date	\$138,49 \$138,49
Net Change:	\$ \$2.	9.9.15 34					Total Earn	Retainage: ned Less Retainage.	\$13,849 \$124,64
ERTIFICATION O	\$ \$2 F CONTRACTOR: Payment are come authorized deviati	According to	the bost of m	y knowledge	o and belief, I	certify that	Less Total	ned Lesa Retainage. Previous Estimates Il Duo This Estimate	\$124,642 \$1 \$124,642
ERTIFICATION OF Stimate for Partial ontract, and/or only bis Payment, has hontractor. Barboneded and belia periodic Estimato his cordance with the work performed arigineer. Profes	F CONTRACTOR: Payment are come authorized deviation received er Brothers Contraction. ENGINEER: I ce fit is a true and coas been inspected requirements of the Glor material supplicational Engineeric	According to act; that all wor ons, up to and acting Co., LLC rity that I have breed statemen by me and/or a referenced collect to date.	checked and to divide the chiecked and to divide au ontract; and to a Core.	By: I verified the letthed and/herized repeat partial per	a above and to or material suprasentative or nyment claimed	pregoing Perpled by the assistants, I and reques	less Total all items and a full accordant s Feriodic Estimate e Contractor; and that it his sted by the Co	Previous Estimates Duo This Estimates	\$124,642 \$124,042 \$12
ERTIFICATION OF Street for Partial ontract, and/or only is Payment, has hontractor: Barbonedge and belief sindle Estimate hooding the work performed arigineer. Professional p	F CONTRACTOR: Payment are come authorized deviation received er Brothers Contraction. ENGINEER: I ce fit is a true and coas been inspected requirements of the Glor material supplicational Engineeric	According to act; that all wor ons, up to and acting Co., LLC rity that I have breed statemen by me and/or a referenced collect to date.	checked and to divide the chiecked and to divide au ontract; and to a Core.	By: I verified the letthed and/herized repeat partial per	a above and to or material suprasentative or nyment claimed	pregoing Perpled by the assistants, I and reques	less Total all items and a full accordant s Feriodic Estimate e Contractor; and that it his sted by the Co	ped Less Retainage Previous Estimates I Duo This Estimates amounts shown on the tipe with the requirementale and that no par Data: Data: // In the Partial Payment, that all work and/or m as been performed a partirector is correctly or Date: 12/ India approve the partial in	\$124,642 \$124,042 \$12

PERIOD: 10/1/16

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10/31/2016

SHEET 2 of 2

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4	Remove and Discuss Agrant Send and Rest of Develop- and Literatures	815.00	353		14 04 05			8,114-30	1,830.00	3,310.00	\$7,750	
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			-		1144,045.00				\$136,001.83		2530,621 68	



TOWN OF MADISONVILLE, LA SALES TAX ACCOUNT #1 P.O. BOX 160 MADISONVILLE, LA 70447



14-543/650

DATE

AMOUNT

003839

PAY

TO THE ORDER

A BRIRGTION DIRECT REVENUE A LIBOR WHITH THANKS

**124,642.*Dollars and 39 Cents

Barber Bros Contracting Co., LLC

aton Rouge LA 70896

P O Box 66296

12/21/2016

****\$124,642.39

SECRETARY - TREASURER MAYOR

MAPER CONTINUE HARDS BEAUTIFUL OF THE PROPERTY ""003839" ":065005435":

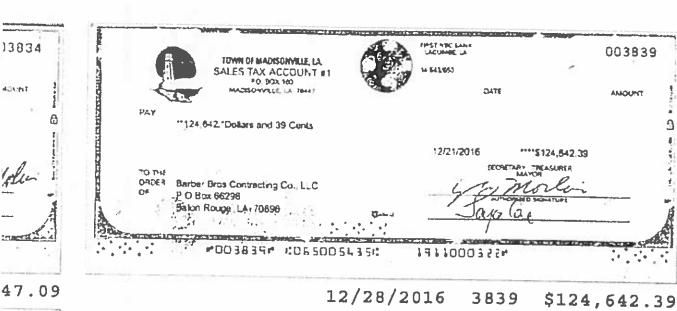
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TOWN OF MADISONVILLE, LA.

003839

	003839	[20712] Barber Bros Con	dacung co. LLC	Market Company	THE RESERVE THE STREET
2/21/2016	100% complete	Invoice			\$124,642.3
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Page 3 of 3



3835

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28.00



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Checking 0045

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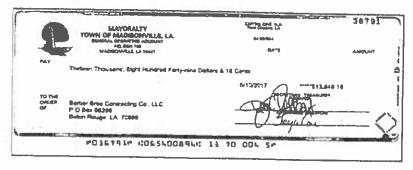
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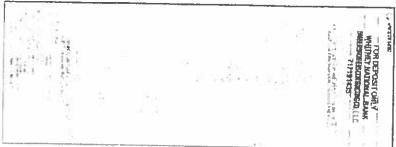
Posted Date

05/19/2017

Check Amount

\$13849.16





SECTION 00680 - CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT:

Mabel Drive Pavement Rehabilitation

PROJECT NO.

11247.07

OWNER

Town of Madisonville

P.O. Box 160

Madisonville, LA 70447

CONTRACTOR

Barber Bros Contracting Co LLC

P.O. Box 66296

Baton Rouge, La. 70896

ENGINEER

Professional Engineering Consultants Corporation

7600 Innovation Park Drive Baton Rouge, Louisiana 70820

DATE OF SUBSTANTIAL COMPLETION.

November 5, 2016

DEFINITION OF SUBSTANTIAL COMPLETION

The date of Substantial Completion of a project, or specified part of a project is the date when the construction is sufficiently completed in accordance with the contract documents, so that the project, or specified part of the project, can be utilized for the purpose for which it was intended.

The Work performed under this Contract has been reviewed by authorized representatives of the Owner, Contractor, and Engineer and the Project is hereby declared to be substantially complete in accordance with the Contract Documents on the above date

The date of Substantial Completion is the date upon which all guarantees and warranties begin.

A list of items to be completed or corrected is as follows: (This list may not be all-inclusive, and the failure to include an item does not alter the responsibility of the Contractor to complete all the Work in accordance with the Contract Documents)

Final completion and release of the retainage to the Contractor will occur when the Owner is provided a clear lien certificate and all items listed on the previous page for Contractor completion have been satisfactorily completed.

PROFESSIONAL ENGINEERING CONSULTANTS CORPORATION

BARBER BROTHERS CONFRACTING CO LLC
Accepted

Date

Date

11-7-16

TOWN OF MADISONVILLE

Approved

Recommended

Date

12-15-16

12/14/16

00680-1

LIEN AND PRIVILEGE CERTIFICATE

STATE OF LOUISIANA

PARISH OF ST. TAMMANY

Melissa R. Henry.

Clerk of Court & Ex-Officio Recorder, Covingion, LA

The undersigned Clerk of Court and Ex-Officio RECORDER OF MORTGAGES, in and for the Parish of St. Tammany, Louisiana, duly commissioned and sworn, does hereby certify that in the indices in the MORTGAGE OFFICE from <u>August 9. 2016</u> to <u>March 24. 2017</u> it does not appear that there are any uncancelled encumbrances resulting from the INSCRIPTION OF MECHANIC'S LIENS AND PRIVILEGES FOR LABOR AND MATERIAL FURNISHED ON BUILDING, in the names of:

- 1. TOWN OF MADISONVILLE
- 2. BARBER BROTHERS CONTRACTING CO., LLC.
- 3. BARBER BROS CONTRACTING CO. LLC

against the following described property, to-wit:

MABEL DRIVE PAVEMENT REHABILITATION, St. Tammany Parish, Louisiana.

Contract by and between Town of Madisonville and Barber Brothers Contracting Co., LLC. dated August 9, 2016 and recorded August 24, 2016 as Instrument #2034958.

Certificate of Substantial Completion filed January 5, 2017 and recorded as Instrument #2049350.

EXCEPT

NONE

Given under my hand and seal of office this the 24th day of March A.D., 2017 at 4:30 o'clock p.m.

DEPUTY CLERK & EX-OFFICIO RECORDER WC/wc 4-7-17

Wendy R. Carristan

INVOICE

Honorable Jean Pelloat, Mayor Town of Madisonville P.O. Box 160 Madisonville, Louisiana 70447

DATE 09/09/16 INV. NO. 11247-02 CODE MADV

RE: Mabel Street Pavement Rehabilitation Town of Madisonville, Louisiana

For engineering services rendered through September 3, 2016. Fees are based on actual bids received.

	Percent		
Engineering Fee -	Complete	Current	Cumulative
Design, Plans and Specifications (\$109,645.00 X 0.1198 X 0.70)	100%	\$0.00	\$9,194.83
Engineering Fee - Bidding and Awarding			
(\$109,645.00 X 0.1198 X 0.10)	100%	\$0.00	\$1,313,55
Engineering Services During Construction			
(\$109,645.00 X 0,1198 X 0,20)	30%	\$788.13	\$788.13
Resident Inspection			
(10 hours x \$45 per hour)		\$450.00	\$450.00
Total Earned		\$1,238.13	\$11,746.51
Less Previous Invoices			\$10,508,38
CURRENT AMOUNT DUE			\$1,238.13

TOTAL AMOUNT DUE THIS INVOICE

\$1,238.13

INVOICE APPROVED BY

Bianca G. Hillhouse, P.E.

Senior Project Engineer

Sulv fof



9/19/2016	003810	[167440] Professional Engineering Cons. Corp.	
		r Describition	The state of the s
9/19/2016	1124702	Invoice	\$1,238.13

User 00 Date: 9/19/2015 11:28:50 AM Check Number 003610

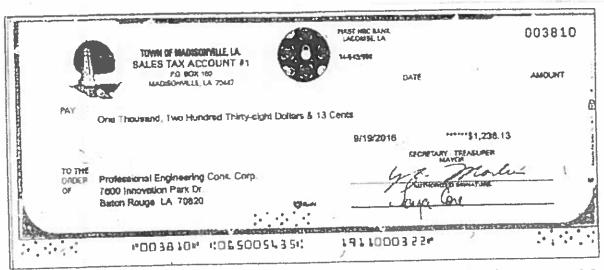
Safaguard Stating

TO RECIPDER CALL YOUR LOCK, SAFEGUARD DISTRIBUTOR AT SOL AND 7520

CB 1VP10020000

\$135P027804.

58 8279D0 \$11RX11 11/20 2015 09 29



09/27/2016 3810 \$1,238.13





INVOICE

Honorable Jean Pelloat, Mayor Town of Madisonville P.O. Box 160 Madisonville, Louisiana 70447

DATE 08/02/16 INV. NO. 11247-01 CODE MADV

RE: Mabel Street Pavement Rehabilitation Town of Madisonville, Louisiana

For engineering services rendered through July 30, 2016. Fees are based on actual bids received.

TOTAL AMOUNT DUE THIS INVOICE	E	\$10,508.38	
CURRENT AMOUNT DUE			\$10,508.38
Less Previous Invoices	•		\$0.00
		\$10,508.38	\$10,508.38
(0 hours x \$45 per hour) Total Earned		\$0.00	\$0.00
Engineering Services During Construction (\$109,645.00 X 0.1198 X 0.20) Resident Inspection	0%	\$0 00	\$0.00
Engineering Fee - Bidding and Awarding (\$109,645.00 X 0.1198 X 0 10)	100%	\$1,313,55	\$1,313.55
Engineering Fee - Design, Plans and Specifications (\$109,645.00 X 0.1198 X 0.70)	100%	\$9,194.83	<u>Cumulative</u> \$9,194.83
	Percent Complete	Current	Commission

Bianca G. Hillhouse, P.E. Senior Project Engineer

5952.00

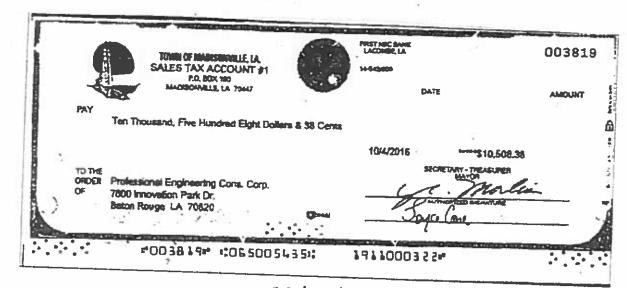


Check Date	Check Number	Vendor ID	
10/4/2016	003819	[167440] Professional Engineering Cons. Corp	Check Moing
Date	Reference Number	Description	
10/4/2016	1124701	Invoice	Antiquet Paid
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COTT MANUAL PROPERTY			
Hara on Passa	04/2018 9 54 27 AM Check Number		Total Fall \$10,608.38

SE'SE'SELEC

TO REDROCH CALL YOUR LOCAL SAFEGUARD DISTRIBUTOR AT \$64-444-3520

77 B27900 STXRX11 11 20 015 09 29



10/14/2016 3819 \$10,508.38



TOWN OF MADISONNELE LA.
SALES TAX ACCOUNT \$1
70, 80K 180
MADISONNELE, LA 2047



DACOMOR, LA

M Sabelo

DATE

003820

AMOUNT