

1 Introduced October 11, 2011, by
2 Councilman Cusimano, seconded by
3 Councilwoman Harbison, (by request of
4 Administration)

5 **RESOLUTION R11-27**

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7 A resolution authorizing Mayor Freddy Drennan to execute an agreement
8 with Organic Marketing, LLC for the construction of the "Kensington to John Slidell Park
9 Multi-Use Path Project."

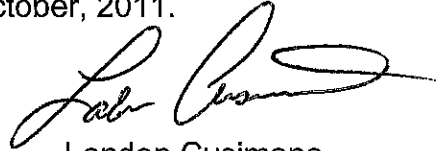
10 WHEREAS, the City has obtained Federal Highway Administration (FHWA)
11 funds for the Kensington to John Slidell Park Multi-Use Path project bearing Federal
12 Project Aid Number ENH-5208(513) and Louisiana Department of Transportation and
13 Development (DOTD) Project Number 744-52-0040 ; and
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16 WHEREAS, the Slidell City Council is required by DOTD to authorize the
17 Mayor to execute the Agreement relating to the project.
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20 NOW THEREFORE BE IT RESOLVED by the Slidell City Council in legal
21 session convened that Mayor Freddy Drennan is authorized to execute the Agreement
22 between the City of Slidell and Organic Marketing, LLC for the construction of the
23 Kensington to John Slidell Park Multi-Use Path project bearing Federal Project Aid Number
24 ENH-5208(513) and DOTD Project Number 744-52-0040. A copy of the Agreement is
25 attached hereto.
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2 **RESOLUTION R11-27**
3 **PAGE 2**

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5 **ADOPTED** this 11th day of October, 2011.

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8 Landon Cusimano
9 President of the Council
10 Councilman-at-Large

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13 Thomas P. Reeves
14 Council Administrator

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Checked by: DWR Date: 06/06/2011
Glenn K. Caldwell

STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT



CONTRACT
FOR
CITY OF SLIDELL
FEDERAL AID PROJECT
STATE PROJECT NO. 744-52-0040 / H.007589
KENSINGTON TO JOHN SLIDELL PARK
MULTI-USE PATH
ST. TAMMANY PARISH

**STATE OF LOUISIANA
CITY OF SLIDELL
CONTRACT**

This agreement, is made and executed in two (2) originals, between the City of Slidell, acting through the Mayor, hereafter designated as the "Contracting Agency," and Organic Marketing, L.L.C., hereafter designated as the "Contractor."

The Louisiana Department of Transportation and Development, hereafter designated as "Department" did advertise for, receive and accept a bid from the Contractor for work on a construction project for the Contracting Agency identified as,

DBE GOAL PROJECT

STATE PROJECT NO. 744-52-0040 / H.007589

FEDERAL AID PROJECT NO. 5208(513)

DESCRIPTION: KENSINGTON TO JOHN SLIDELL PARK MULTI-USE PATH

PARISH: ST. TAMMANY

LENGTH: 1.070 miles.

TYPE: GRADING, CLASS II BASE COURSE, SUPERPAVE ASPHALTIC CONCRETE MULTI USE PATH, PEDESTRIAN BRIDGE AND RELATED WORK.

LIMITS: State Project No. 744-52-0040: MULTI-USE PATH LOCATED WEST OF THE I-10 CORRIDOR FROM ITS JUNCTION WITH BELLINGRATH LANE, THENCE NORTHERLY TO JOHN SLIDELL PARK IN THE CITY OF SLIDELL.

The Contractor's submission is evidenced by a copy of the "Vendor's Bid Information Sheet" incorporated herein as part of the Contract Documents defined hereafter.

In consideration of the agreements herein contained, to be performed by the parties hereto and of the payments hereafter agreed to be made, it is mutually agreed by both parties that:

CONTRACT DOCUMENTS

The contract consists of the "Contract Documents" including but not limited to the following:

- a. Agreement (This Instrument)
- b. Vendor's Bid Information Sheet
- c. Louisiana Standard Specifications for Road and Bridges, 2006 Edition (hereafter referred to as "2006 Standard Specifications")
- d. Construction Proposal (Notice to Contractors, Required Federal Aid Construction Contract Provisions, Required Federal Aid DBE Participation Contract Provisions, Special Provisions, Supplemental Specifications, Schedule of Items)
- e. Plans
- f. Plan revisions
- g. **Two (2)** Addenda made or issued prior to receipt of bids
- h. Payment, Performance, and Retainage Bonds or Retainage Agreement.

For these purposes, all of the provisions contained in the listed Contract Documents are incorporated herein by reference with the same force and effect as though said Contract Documents were herein set out in full. The Contract Documents are kept in the official file at the Contracting Agency together with the acknowledgment of receipt correspondence signed by the Contractor.

**STATE OF LOUISIANA
CITY OF SLIDELL
CONTRACT**

INTENT OF CONTRACT

In accordance with the 2006 Standard Specifications and the Contract Documents, the Contractor agrees to the terms and requirements for the intent of the contract to provide all materials, equipment and labor and perform the work required to complete the project in a thorough and workmanlike manner, to the satisfaction of the appropriate official of the Contracting Agency.

CONTRACT AMOUNT

The Contractor did submit as advertised with his (her) bid, a dollar value amount for each of the items designated in the construction proposal on the "Schedule of Items" and that the "Schedule of Items," attached hereto and incorporated herein as part of the Contract Documents, submitted by the contractor, establish that the total contract amount for this project is **FIVE HUNDRED TWENTY-TWO THOUSAND ONE HUNDRED SEVENTY-NINE AND 05/100 DOLLARS (\$522,179.05)** as obtained by a summation of the product of the unit bid price submitted by the contractor for each item multiplied by the item quantity as estimated by the Department. The Contractor agrees to accept and the Contracting Agency agrees to pay for the work at the prices stipulated in this contract in lawful money of the United States in a timely manner as set forth in the 2006 Standard Specifications.

PARTICIPATION IN PAYMENT ADJUSTMENT (ASPHALT CEMENT AND FUELS) STATEMENT

In accordance with electronic bid documents, the contractor has elected not to be subject to the Payment Adjustment Provision (Asphalt Cement and Fuels) as contained in the construction proposal.

CONTRACT TIME

The entire contract shall be completed in all details and ready for final acceptance within **sixty (60) working days**. Performance of work on this contract shall begin on the date stipulated in the "Notice to Proceed" and shall be completed within the time specified in the Contract Documents, subject to such extensions as may be authorized.

ALTERATION OF CONTRACT

In accordance with the 2006 Standard Specifications and the Contract Documents, the Contractor agrees to the terms and requirements for alteration of the contract.

STIPULATED DAMAGES

Contractor agrees to the assessment of Stipulated Damages as provided in the Subsection 108.08 of the 2006 Standard Specifications as amended by the Contract Documents.

DAMAGE CLAIMS

Contractor acknowledges that he/she has reviewed and understands Subsection 107.17 of the 2006 Standard Specifications and specifically agrees to be bound by the terms and conditions thereof.

JOINT EFFORT

This Agreement shall be deemed for all purposes prepared by the joint efforts of the parties hereto and shall not be construed against one party or the other as a result of the preparation, drafting, submittal or other event of negotiation, drafting or execution of the Agreement.

STATE OF LOUISIANA
CITY OF SLIDELL
CONTRACT FOR STATE PROJECT 744-52-0040 / H.007589

This contract shall become effective on the date all parties hereto have signed the same.

In witness whereof, the Contracting Agency, and the Contractor, has also hereunto subscribed their name.

ORGANIC MARKETING, L.L.C.
CONTRACTOR

20-1412378
(Federal Identification Number)

Julia Kokemor
Witness

By: David N. Plott
(Signature of Authorized Agent)

[Signature]
Witness

2/13/11
(Date)

David N. Plott
Typed or Printed Name and Title

STATE OF LOUISIANA
CITY OF SLIDELL

Witness

By: _____
MAYOR

Witness

(Date)

Organic Marketing LLC (48873000).
Vendor 5 of 6 Vendors for Call Order 022 (Proposal ID 744-52-0040-R1).

County: St. Tammany
Address: 3528 Holiday Drive Suite C
New Orleans, LA 70141
Phone Number: 504-364-9447
Signature Check: This bid has been properly signed by Addison_Riddle_48873000.
Time Bid Received: Wed Apr 27 08:47:50 2011
Bid Checksum: 7D3F42B9
Amendment Count: 1
Bidding Errors: No bidding errors.
Bid Total: \$522,179.05
Bond ID: SLA11406062
Bond was Verified: Yes.
Bond Required Percent: 5.00%
Minimum Check Amount: \$26,108.95
Bid Security Maximum: \$
Bond Agency Name:
Agency Execution Date:
Surety Name:
Surety State of Incorporation:
Bond Company:
Bond Type:
Bond Appr Flag:
Bond Affirm:
Bond was Paid by Check: No.

**FORM CS-6AAA
BIDDERS ASSURANCE OF DBE PARTICIPATION**

S.P.#	744-52-0040	Contract Amount: \$	522,179 ⁰⁵
F.A.P.#	5208 (513)	DBE Goal Percentage	10%
Letting Date:	04/27/11	DBE Goal Dollar Value: \$	52,217 ⁹¹

By its signature affixed hereto, the contractor assures the DOTD that one of the following situations exists (check only one box):

- The project goal will be met or exceeded.
 A portion of the project goal can be met, as indicated below. Good faith effort documentation is attached. DBE Goal Participation Amount _____ % \$ _____


The contractor certifies that each firm listed is currently on the DBE list as maintained by DOTD and is certified for the items of work shown on the attachment(s). The contractor having assured that the goal for DBE participation prescribed in the special provisions will be met or exceeded, or that the portion of the DBE goal will be met or exceeded, attests that negotiations are in progress or complete and that a subcontract(s) will be executed with the firm(s) listed below within 60 calendar days after award of contract.

NAME OF DBE FIRM(S)	INTENDED SUBCONTRACT PRICE ¹
CANDEAV INDUSTRIES	52,220 ⁵⁰

¹For supplier list only the value of the subcontract that can be credited toward the DBE goal. This amount shall be equal to the amount shown for the supplier on the Attachment to Form CS-6AAA. Details are listed on the attachment(s) to Form CS-6AAA.

The contractor assessed the capability and availability of named firm(s) and sees no impediment to prevent award of subcontract(s) as described on the attachments.

The contractor shall evaluate the subcontract work or services actually performed by the DBE to ensure that a commercially useful function is being served in accordance with the Required Contract Provisions for DBE Participation in Federal Aid Construction Contracts. The contractor understands that no credit toward the DBE goal will be allowed for DBE that do not perform a commercially useful function.

NAME OF CONTRACTOR	ORGANIC MARKETING LLC		
AUTHORIZED SIGNATURE			
TYPED OR PRINTED NAME	Richard T. Parker		
TITLE	Managing Member		
CONTRACTOR'S DBE LIAISON OFFICER (typed or printed name)			
PHONE NUMBER	(504) 364-9447		
DATE	5-11-2011	TAX ID#	20-1412378

10/09

DBE REQUIREMENTS MET

G-10

 5/11/2011
SIGNATURE DATE

ATTACHMENT TO FORM CS-6AAA

Contractor shall submit a separate attachment for each DBE listed on Form CS-6AAA.

SPE	744-32-0040	FAM	5008 (SIS)
NAME OF DBE	CANDEAU INDUSTRIES, L.L.C.		
PHONE#	985-630-3432	CONTACT PERSON	SANDRA MARIE DUFFAU

Fully describe the work to be performed (furnish materials and install, labor only, supply only, manufacture, hauling, etc.), quantity, unit price, and dollar value for each item to be subcontracted to the DBE listed below.

ITEM NO.	QUANTITY	UNIT PRICE	DESCRIPTION OF WORK TO BE PERFORMED	\$ VALUE
209-01-00100	3500	en/yd / 14.92	Unit Price / General Excavation	52,220.00

Describe the types of assistance, if any, the contractor will provide to any DBE on this project.

The contractor and DBE subcontractor attest that a subcontract will be executed for the items of work listed above. The contractor acknowledges that it will only receive credit toward the DB goal if the subcontractor performs a commercially useful function. The DBE understands that it is responsible for performing a commercially useful function.

DBE CONTRACTOR'S SIGNATURE		<i>Sandra Marie Duffau</i>	
TYPED OR PRINTED NAME		SANDRA MARIE DUFFAU	
TITLE		OWNER / MANAGING MEMBER	
DATE	May 10 th , 2011	TAXID#	20 0528296
PRIME CONTRACTOR'S SIGNATURE		<i>Richard T. Parker</i>	
TYPED OR PRINTED NAME		Richard T. Parker	
TITLE		Managing Member	
DATE		5-11-2011	

10/09

G-11



4/28/2011

Louisiana Department of Transportation and Development
Contract Schedule

Page: 1

Contract ID: 744-52-0040-R1

Project(s): 744-52-0040

Awarded 48873000

Organic Marketing LLC

SECTION 1

General Items

\$522,179.05

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0001	201-01-00100 Clearing and Grubbing	LUMP SUM	LUMP SUM			7,776.19
0002	202-02-02020 Removal of Asphalt Pavement	500.000 SQYD		7.75000		3,875.00
0003	203-01-00100 General Excavation	3,500.000 CUYD		14.17410		49,609.35
0004	203-07-00100 Borrow (Vehicular Measurement)	5,500.000 CUYD		15.43080		84,869.40
0005	204-02-00100 Temporary Hay or Straw Bales	10.000 EACH		19.29000		192.90
0006	204-06-00100 Temporary Silt Fencing	12,000.000 LNFT		1.40280		16,833.60
0008	502-01-00100 Superpave Asphaltic Concrete	700.000 TON		180.37000		126,259.00
0009	701-07-00200 Yard Drain Pipe (6")	800.000 LNFT		5.10000		4,080.00
0010	701-10-01180 Reinforced Concrete Pipe (Extension) (60")	16.000 LNFT		192.89000		3,086.24
0011	701-12-01020 Corrugated Metal Pipe (Extension) (15")	20.000 LNFT		29.67000		593.40
0012	701-15-00100 Concrete Collar	1.000 EACH		198.73000		198.73
0013	711-01-03020 Riprap (30 lb, 18" Thick)	150.000 SQYD		8.97000		1,345.50
0014	713-01-00100 Temporary Signs and Barricades	LUMP SUM	LUMP SUM			1,525.55
0015	717-01-00100 Seeding	100.000 LB		1.17000		117.00



4/28/2011

Louisiana Department of Transportation and Development
Contract Schedule

Page: 2

Contract ID: 744-52-0040-R1 Project(s): 744-52-0040

Awarded 48873000 Organic Marketing LLC

SECTION 1 General Items \$522,179.05

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0016	718-01-00100 Fertilizer	2,000.000 LB		0.28060		561.20
0017	726-01-00100 Bedding Material	25.000 CUYD		51.44000		1,286.00
0018	727-01-00100 Mobilization	LUMP SUM	LUMP SUM			48,082.58
0019	729-01-00100 Sign (Type A)	17.000 SQFT		35.07000		596.19
0020	729-21-00100 U-Channel Post	8.000 EACH		70.14000		561.12
0021	740-01-00100 Construction Layout	LUMP SUM	LUMP SUM			4,676.00
0022	NS-736-00120 Construction Photographs And Video	LUMP SUM	LUMP SUM			993.65
0023	NS-804-00001 Vibration Monitoring	1.000 EACH		467.60000		467.60
0024	NS-ENH-02100 Bollards (Removable) Furnished & Installed	2.000 EACH		811.29000		1,622.58
0025	NS-ENH-16040 Pedestrian Bridge Furnished & Installed	LUMP SUM	LUMP SUM			98,080.27
0026	302-02-06121 Class II Base Course (12" Thick) (Stone or Recycled Portland Cement Concrete, or Blended Calcium Sulfate)	9,000.000 SQYD		7.21000		64,890.00
Total Bid:						\$522,179.05

**STATE OF LOUISIANA
PAYMENT, PERFORMANCE, AND RETAINAGE BONDS**

Be it known that **Organic Marketing, L.L.C.**, as Principal, and
Developers Surety and Indemnity Company

_____, as Surety(ies), authorized to do business in Louisiana, hereby bind themselves, in solido, to **City Of Slidell**, and other potential claimants, for all obligations incurred by the Principal under its contract for the construction of, **STATE PROJECT NO. 744-52-0040 / H.007589, FEDERAL AID PROJECT NO. 5208(513), DESCRIPTION: KENSINGTON TO JOHN SLIDELL PARK MULTI-USE PATH, PARISH: ST. TAMMANY**, in the full contract amount of **FIVE HUNDRED TWENTY-TWO THOUSAND ONE HUNDRED SEVENTY-NINE AND 05/100 DOLLARS (\$522,179.05)**. The obligations of the Principal and Surety(ies) under these payment, performance, and retainage bonds shall continue in full force and effect until all materials, equipment, and labor have been provided, AND all requirements contained in the contract, plans, and specifications have been completed in a timely, thorough, and workmanlike manner. The parties acknowledge that these bonds are given under the provisions and limitations contained in La. R.S. 48:250 et seq.

By this instrument(s), the Principal and Surety(ies) specifically bind themselves, their heirs, successors, and assigns, in solido, under the following bonds:

PAYMENT BOND. To the **City Of Slidell**, and all "Claimants," as defined in La. R.S. 48:256.5 in the full contract amount of **FIVE HUNDRED TWENTY-TWO THOUSAND ONE HUNDRED SEVENTY-NINE AND 05/100 DOLLARS (\$522,179.05)**, in order to secure the full and timely claims under the project. The parties agree this bond is statutory in nature and governed by La. R.S. 48:256.3.

Claims pursuant to La. R.S. 48:256.3 shall be delivered to the Contracting Officer of the Contracting Agency.

PERFORMANCE BOND. To the **City Of Slidell**, in the full contract amount of **FIVE HUNDRED TWENTY-TWO THOUSAND ONE HUNDRED SEVENTY-NINE AND 05/100 DOLLARS (\$522,179.05)**, in order to secure the full and faithful performance and timely completion of the project according to its plans and specifications, inclusive of overpayments to the contractor and stipulated damages as assessed.

RETAINAGE BOND. To the **City Of Slidell**, in the full sum of **TWENTY-SIX THOUSAND ONE HUNDRED EIGHT AND 95/100 DOLLARS (\$26,108.95)**, five percent (5%) of the contract amount, in lieu of the sums required to be withheld from progress payments under La. R.S. 48:256.1, inclusive of overpayments to the contractor and stipulated damages as assessed.

CONTRACTOR OPTION: RETAINAGE

I, Principal, elect to exercise my option to have five percent retainage withheld from all payments in lieu of the above retainage bond.

By: _____



Principal

**STATE OF LOUISIANA
PAYMENT, PERFORMANCE, AND RETAINAGE BONDS**

In witness whereof we have signed this instrument as dated.

[Signature]
Witness

ORGANIC MARKETING, L.L.C.

By *[Signature]*
Principal

7/14/2011
Date

Julia Kokemor
Witness

Richard Parker, Managing Member
Typed or Printed Name and Title

Developers Surety and Indemnity Company

[Signature]
Witness

By *[Signature]*
Attorney-in-Fact (Seal)

7/14/2011
Date

[Signature]
Witness

Mark Lane
Typed or Printed Name

Surety

Witness

By _____
Attorney-in-Fact (Seal)

Date

Witness

Typed or Printed Name

A copy of the contract and subsequent correspondence/communication from LA DOTD or the contracting agency with respect to the contract bonds should be directed to:	
(FOR SURETY 1)	(FOR SURETY 2)
_____ Bonding Agency or Company Name	_____ Bonding Agency or Company Name
_____ Local Agent or Representative	_____ Local Agent or Representative
_____ Address	_____ Address
_____ Phone Number	_____ Phone Number
_____ Fax Number	_____ Fax Number

POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby make, constitute and appoint:

Mark Lane, Philip G. McMahon, Gerard M. LeBlanc, Elliott W. Wolfe, jointly or severally

as its true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporation, as surety, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporation could do, but reserving to each of said corporation full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolution adopted by the Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY, effective as of January 1st, 2008.

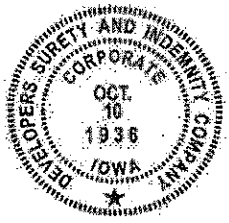
RESOLVED, that a combination of any two of the Chairman of the Board, the President, any Executive Vice-President, Senior Vice-President or Vice-President of the corporation be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporation, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporation be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporation when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY has caused these presents to be signed by its officers and attested by its Secretary or Assistant Secretary this January 1st, 2008.

By: *Daniel Young*
Daniel Young, Vice-President

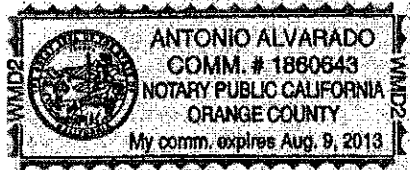
By: *Stephen T. Pate*
Stephen T. Pate, Senior Vice-President



State of California
County of Orange

On January 31, 2011 before me, Antonio Alvarado, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Daniel Young and Stephen T. Pate
Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal. *Antonio Alvarado*
Signature Antonio Alvarado, Notary Public

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolution of the Board of Directors of said corporation set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 14th day of July, 2011

By: *Gregg Okura*
Gregg Okura, Assistant Secretary