

Minutes of the First Monthly Meeting of the Board of Commissioners of Consolidated Waterworks District No. 1, held October 5, 2020 at the District's Office, 8814 Main Street, Houma Louisiana.

Present:	Chester Voisin, President	Vincent Celestin
	John Pizzolatto, Vice-President	Charles Brown, Sr.
	Clifton Stoufflet, Secretary	Richard Bazet, Jr.
	Stephen Hornsby	Teri Chatagnier
		Wilbert Thomas

There being a quorum present the meeting was called to order at 5:30 P.M., pursuant to proper notice in writing to each Board Member and posted in the manner required by law.

The meeting opened with a prayer led by Mr. Vincent Celestin, followed by the Pledge of Allegiance and Roll Call.

Upon motion by Mr. Vincent Celestin, and seconded by Mr. Charles Brown, the minutes of September 21, 2020 were unanimously adopted as written.

Three calls were announced for anyone from the public wishing to address the Board. None.

At the request of the Project Engineer and upon recommendation by Staff, it was moved by Mr. Clifton Stoufflet, and seconded by Mr. John Pizzolatto, that final approval be granted to PD-12-19-11 Evangeline Estates, Phase B (53 lots), and that the waterline be accepted into the system for maintenance and operation. The motion was unanimously adopted.

Upon recommendation of staff, it was moved by Mr. Stephen Hornsby, and seconded by Mr. John Pizzolatto, to adopt the following Resolution:

*A resolution authorizing the execution of Change Order No. 2 for the Construction Contract for Consolidated Waterworks District No. 1, Project No. L-4-17-01, Palm Ave. Water Main Replacement, Terrebonne Parish, Louisiana.*

*WHEREAS, the Consolidated Waterworks District No, 1 entered into a contract dated the 5th day August 2019 with Shaw Construction Services, LLC for the Consolidated Waterworks District No. 1, Project No. L-4-17-01, Palm Ave Water Main Replacement, Terrebonne Parish, Louisiana; and,*

*WHEREAS, it is necessary to provide for an adjustment in contract quantity, and*

*WHEREAS, the Change Order No. 2 will increase the overall contract price by Sixty-seven thousand, one hundred and Fifty-eight Dollars and Seventy-five Cents (\$67,158.75) and increase the contract time by 19 days, and*

*WHEREAS, this Change Order No. 2 has been recommended by the Engineer, Aptim Environmental & Infrastructure, LLC, for this project.*

*NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Consolidated Waterworks District No. 1, Terrebonne Parish, Louisiana, does hereby approve and accept Change Order No. 2 for Project No. L-4-17-01, Palm Ave Water Main Replacement, Terrebonne Parish, Louisiana.*

*BE IT FURTHER RESOLVED that a certified copy of the resolution be forwarded to Engineer, Aptim Environmental & Infrastructure, LLC.*

*WHEREUPON the motion was put to a vote and the vote thereon was as follows:*

*YEAS: 8*

*NAYS: 0*

*ABSENT AND NOT VOTING: 1*

*And the resolution was declared adopted on this 5th day of October 2020.*

Upon recommendation of staff, it was moved by Mr. Vincent Celestin, and seconded by Mr. Clifton Stoufflet, to adopt the following Amendment. The motion was unanimously adopted.

THIS AMENDMENT NO. 1 (hereinafter referred to as "AMENDMENT"), made as of October 5, 2020, between Consolidated Waterworks District No. 1 (CWW District No. 1) (hereinafter referred to as OWNER) and Aptim Environmental & Infrastructure, LLC (hereinafter referred to as ENGINEER), is a revision to the AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES dated December 17, 2018 (hereinafter referred to as "AGREEMENT").

**WITNESSED**

**WHEREAS**, OWNER and ENGINEER entered into the AGREEMENT for ENGINEER to assist OWNER in Planning, Permitting, Design and Construction of approximately 3,200 linear feet of new water main, identified as part of “L-4-17-01- Replace Water Mains Along Palm Avenue” (hereinafter called the PROJECT), and

**WHEREAS**, as provided in the AGREEMENT dated December 17, 2018, the ENGINEER was operating as Aptim Environmental & Infrastructure, Inc., and

**WHEREAS**, Aptim Environmental & Infrastructure, Inc. changed its company name to Aptim Environmental & Infrastructure, LLC on December 31, 2018, and

**WHEREAS**, the AGREEMENT has provisions for certain limitations for Additional Services and Reimbursable Expenses, and

**WHEREAS**, the OWNER previously authorized ENGINEER to proceed with the Study and Report Phase, Preliminary Design Phase, Final Design Phase, Bidding or Negotiating Phase, and Construction Phase, and

**WHEREAS**, the existing AGREEMENT must be amended to reflect the above-mentioned company name change, and

**WHEREAS**, the existing AGREEMENT must be amended as stated below to reflect the necessary changes to the budgets and the scope of services to be provided, and

**WHEREAS**, the existing AGREEMENT shall be amended to increase the budget for all Additional Services (including Project Representative Services and Reimbursable Expenses) by \$39,902.00 from \$43,065.00 to \$82,967.00, and

**NOW THEREFORE**, be it understood and agreed by the parties hereto that the AGREEMENT is amended as set forth below:

**SECTION 5 – PAYMENTS TO ENGINEER**

*5.1 Methods of Payment for Services and Expenses of ENGINEER*

**5.1.1 NO CHANGES PER THIS AMENDMENT**

**5.1.2 For Additional Services.** OWNER shall pay ENGINEER for Additional Services rendered under Section 2 as follows:

**5.1.2.1 NO CHANGES PER THIS AMENDMENT**

**5.1.2.2 NO CHANGES PER THIS AMENDMENT**

**5.1.2.3 NO CHANGES PER THIS AMENDMENT**

**5.1.2.4 Project Representative Services.** For representative services during construction furnished under Paragraph 2.2.1, on the basis of Exhibit “D” for services rendered by principals and employees assigned to field offices on connection with project representation with a Limitation of Cost of **\$51,172.00**.

**5.1.2.5 Engineering During Construction.** For design of residential sewer line crossings discovered during construction and revisions to the layout of all main line lateral tie-ins with a Limitation of Cost of **\$12,590.00**.

**5.1.3 For Reimbursable Expenses.** In addition to payments provided for in Paragraphs 5.1.1 and 5.1.2, OWNER shall pay ENGINEER the actual costs of all Reimbursable Expenses incurred in connection with all Basic and Additional Services with a Limitation of Cost of **\$6,640.00**.

**5.1.4 NO CHANGES PER THIS AMENDMENT**

**5.1.5** The estimated cost of Paragraphs 5.1.1, 5.1.2 and 5.1.3 shall have a combined Limitations of Cost in the amount of **\$119,954.00**, which shall not be exceeded without the issuance of a formal amendment authorized by the OWNER through its duly authorized President.

IN WITNESS WHEREOF, the parties hereto have made and executed this AMENDMENT NO. 1 as of the day and year first written.

Ms. Cecilia Norman, Chief Administrative Officer, gave a presentation outlining Administrative and Financial aspects of the District’s organization.

At 6:28 P.M, there being no further business to come before the Board, it was moved by Mr. John Pizzolatto, and seconded by Mr. Richard Bazet, that this meeting adjourn. The motion was unanimously adopted.

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Secretary

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President