



## REGULAR CITY COUNCIL MEETING

June 06, 2023 at 5:30 PM

Council Meeting Room, 101 North State Street,  
Abbeville, Louisiana 70510

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### AGENDA

**NOTICE POSTED: June 5, 2023 at 4:00 P.M.**

#### REGULAR ORDER OF BUSINESS

Call to Order by Mayor  
Roll Call by Kathy Faulk  
Prayer  
Pledge

#### PUBLIC COMMENTS

(To allow comments on any of the following items prior to action.)

#### PERSONNEL

1. To ratify the appointment of Police Department personnel.

#### APPROVAL OF BILLS

1. To ratify bills paid in the month May 2023.

#### NEW BUSINESS

1. To approve the renewal from UMR and HCC for the employee health insurance program and the group Medicare Advantage Program for retiree health insurance program from July 1, 2023 through June 30, 2024- Mr. Lloyd Campisi.
2. To approve a special event permit for the American Cancer Society-Relay For Life of Vermilion to hold a Paint the Parish Purple Party in Magdalen Square on Saturday, August 26, 2023 from 10:00 AM to 3:00 PM.
3. To approve a special event permit for Relay for Life by Royal Fit Nutrition to hold a Glow Run at LaFitte Drive-In Park on Friday, June 30, 2023 from 6:00 PM to 9:00 PM.
4. To conduct a public hearing to receive comments from the public pertaining to a proposed ordinance to amend Section 2-160(a) - Drugs to be tested for.
5. To accept the recommendation from the May 16, 2023 Ordinance Committee to adopt an ordinance to amend Section 2-160 (a) - Drugs to be tested.
6. To rescind Resolution R23-02 adopted at the February 7, 2023 regular City Council meeting that authorized the Mayor to execute an intergovernmental agreement with the Vermilion Parish Police Jury concerning work to be done on Margaret Street and Landry Drive.
7. To adopt a resolution authorizing the Mayor to execute an intergovernmental agreement with the Vermilion Parish Police Jury that allows the parties to work together to make improvements on Margaret Street and Landry Drive, with the maximum to be paid by the City of \$25,000.00 per street and \$50,000.00 total maximum.
8. To ratify the pre-application submitted to the Louisiana Department of Wildlife and Fisheries pertaining to the request for grant funds for the fishing pier project at LaFitte Drive-In Park and to authorize the Mayor to execute and Sellers and Associates to submit the full application..
9. To approve the annual contract with Primeaux, Touchet & Associates, LLC in connection with professional engineering services for extraordinary emergency recovery events.
10. To approve payment of the invoice from Durable Piling Restoration in the amount of \$8,865.00 for the bridge pile repairs on the South Hollingworth Bridge.
11. To approve payment of the contractor's application for payment number 1 (final) in the amount of \$35,500.00 payable to Southern Constructors, LLC pertaining to the replacement of the sludge blowdown valve at the Water Treatment Plant.

12. To surplus the following units: 562, a 2005 Chevrolet Silverado in the Street Department, 559, a 2011 Dodge 1500 truck in the Water Department, 503, a 2007 Dodge Dakota truck in the Utility Administration Department, 394, a 2001 Dodge 1500 truck in the Street Department, 635, a 2011 GMC truck in the Park Department, 644, a 2005 Chevrolet truck in the Water Department and 415, a 2001 Ford F250 truck in the Street Department.
13. To award the lease purchase of a 2018 used regenerative air street sweeper to Covington Sales & Service, Inc. and to authorize the Mayor to execute all necessary documents in association with the lease purchase agreement.
14. To authorize the Mayor to negotiate and execute all documents relative to the DOTD Road Transfer program.
15. Update pertaining the ADA accessibility project at A. A. Comeaux Park - Mayor Roslyn R. White.
16. To authorize the Mayor to execute the field usage agreement between the City of Abbeville and American Legion.
17. To approve payment of the invoice in the amount of \$9,521.39 payable to Delta Fire & Safety for repair to a fire truck. The invoice will be paid from the Maintenance and Operation Fire Department Fund.
18. To resume the annual contribution to the Vermilion Economic Development Alliance. The 2023 annual contribution is \$7,000 - Councilman Brady Broussard, Jr.
19. Ms. Salena Harrington with Relay for Life to request a variance from the food truck ordinance for the event that will take place in August.

#### **OLD BUSINESS**

1. None.

#### **DEPARTMENTAL REPORTS AND UPDATES**

1. Engineers
2. Attorney
3. Public Works Director
4. Parks and Recreation Director
5. Mayor
6. Police Chief
7. Fire Chief

#### **TOPICS FOR DISCUSSION**

1. Council Members

#### **ADJOURN**

In accordance with the Americans with Disabilities Act, if you need special assistance, please contact Mayor Roslyn White's office at 337-893-8550, describing the assistance that is necessary.

**CHECK**

**REGISTERS**

**ALL FUNDS**

**MAY 2023**

ACCOUNTS PAYABLE CHECK REGISTER

CHECK

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CHECK NO.	DATE	VENDOR NAME	CHECK AMOUNT
79584	5/01/23	EMPLOYEE HEALTH INSURANCE	98,464.62
		TOTALS	98,464.62

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## ACCOUNTS PAYABLE CHECK REGISTER

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CHECK NO.	DATE	VENDOR NAME	CHECK AMOUNT
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2	79585	5/08/23 THE ABDA GROUP	291.46
3	79586	5/08/23 SOUTH LOUISIANA	1,987.00
4	79587	5/08/23 ADVANCE AUTO PARTS	76.60
5	79588	5/08/23 ARC OF ACADIANA	100.00
6	79589	5/08/23 AT&T	91.45
7	79590	5/08/23 AUTOMATION SERVICE & CONTROLS	400.00
8	79591	5/08/23 BARNEY'S POLICE SUPPLIES	524.46
9	79592	5/08/23 BAYDU FENCING AND SUPPLY INC	1,041.30
10	79593	5/08/23 BERTRAND'S PLUMBING & HEATING	350.00
11	79594	5/08/23 GIBSON RICK BESSARD	85.00
12	79595	5/08/23 BRANDON W BRIGGS	1,700.00
13	79596	5/08/23 BROUSSARD PEST CONTROL	390.00
14	79597	5/08/23 BROUSSARD GREENHOUSES	210.60
15	79598	5/08/23 COMTECH SYSTEMS OF LA, LLC	2,788.39
16	79599	5/08/23 COMMUNITY COFFEE SERVICE CO	674.70
17	79600	5/08/23 CMA	1,387.50
18	79601	5/08/23 CNH INDUSTRIAL RETAIL ACCTS	1,311.82
19	79602	5/08/23 COPY SERVICES BY ALICE LLC DBA	74.40
20	79603	5/08/23 CORE & MAIN LP	533.90
21	79604	5/08/23 COX BUSINESS	1,470.74
22	79605	5/08/23 CENTER FOR WORK REHAB	740.00
23	79606	5/08/23 CUSTOM ENVIRONMENTAL	3,150.75
24	79607	5/08/23 DELTA FIRE AND SAFETY.	184.19
25	79608	5/08/23 DON'S LAWN SERVICE	10,708.33
26	79609	5/08/23 D V L ELECTRIC WORKS INC	605.00
27	79610	5/08/23 EARL'S FURNITURE CO INC	2,814.00
28	79611	5/08/23 CENTERPOINT ENERGY	175.49
29	79612	5/08/23 EVENT SOLUTIONS	400.00
30	79613	5/08/23 EVANGELINE SPECIALTIES INC	2,827.91
31	79614	5/08/23 GUIDRY'S UNIFORM INC	535.92
32	79615	5/08/23 HQ-PAK LABORATORY INC	340.00
33	79616	5/08/23 IBERIA PARISH SHERIFF'S OFFICE	4,562.50
34	79617	5/08/23 IPFS CORPORATION	29,462.46
35	79618	5/08/23 ABBEVILLE SNAPPER SALES	1,717.65
36	79619	5/08/23 JIM'S TIRE SERVICE INC	100.00
37	79620	5/08/23 KAPTEL	5,378.34
38	79621	5/08/23 LA MUNICIPAL RISK MGMT AGENCY	18,550.78
39	79622	5/08/23 LOUISIANA TRAVEL ASSOCIATION	625.00
40	79623	5/08/23 WINSUPPLY	3,686.83
41	79624	5/08/23 LOUISIANA ONE CALL, INC	113.52
42	79625	5/08/23 MAGNOLIA PLANTATION WATER	36.83
43	79626	5/08/23 MELE PRINTING COMPANY, LLC	4,378.89
44	79627	5/08/23 MINVIELLE LUMBER CO INC	11.01
45	79628	5/08/23 MOTOROLA SOLUTIONS, INC.	39,990.99
46	79629	5/08/23 NAT'L WELDING SUPPLY INC	134.58
47	79630	5/08/23 NAV-TEL SERVICES, LLC	950.00
48	79631	5/08/23 OFFICE MART	1,690.78
49	79632	5/08/23 KAPTEL	123.21
50	79633	5/08/23 MYRA'S LAWN SERVICE	2,400.00
51	79634	5/08/23 POSTMASTER	178.00
52	79635	5/08/23 PUPPIE'S AUTO REPAIR	1,034.99
53	79636	5/08/23 RAY'S LAWN & TREE SERVICE	125.00
54	79637	5/08/23 REPUBLIC WHOLESALE CO INC	477.81
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ACCOUNTS PAYABLE CHECK REGISTER

CHECK NO.	DATE	VENDOR NAME	CHECK AMOUNT
79638	5/08/23	THE GRASS & ROCK SHOPPE, LLC	5,459.07
79639	5/08/23	S L E M C O	150.00
79640	5/08/23	SOUTHERN PIPE AND SUPPLY CO IN	538.38
79641	5/08/23	SOUTHERN CONSTRUCTORS, LLC	5,475.00
79642	5/08/23	S P I MUNICIPAL SUPPLY INC	1,983.50
79643	5/08/23	STRYKER SALES, LLC	632.00
79644	5/08/23	TECHLINE LTD	11,951.77
79645	5/08/23	TERRY'S DIESEL REPAIR & SALES	553.47
79646	5/08/23	TRAKAH SERVICES LLC	150.00
79647	5/08/23	THIBODEAUX TOWN & COUNTRY	260.00
79648	5/08/23	TICKETS SERVICE, LLC	3,200.00
79649	5/08/23	NI WELDING SUPPLY, LLC	39.59
79650	5/08/23	TRACTOR SUPPLY CREDIT PLAN	349.99
79651	5/08/23	UBEO LLC	450.00
79652	5/08/23	UTILITY BILLS	16,020.29
79653	5/08/23	UTILITY BILLS	2,187.02
79654	5/08/23	UTILITY BILLS	14,110.07
79655	5/08/23	UTILITY BILLS	1,358.60
79656	5/08/23	UTILITY BILLS	6,670.61
79657	5/08/23	UTILITY BILLS	4,774.97
79658	5/08/23	UTILITY BILLS	829.06
79659	5/08/23	VERIZON WIRELESS (POLICE)	2,117.67
79660	5/08/23	VERMILION JANITORIAL &	971.25
79661	5/08/23	WASTE CONNECTIONS BAYOU, INC	413.07
79662	5/08/23	WALMART COMMUNITY CARD	1,155.18
79663	5/08/23	WECHEM, INC	1,383.40
		TOTALS	236,884.04

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ACCOUNTS PAYABLE CHECK REGISTER

CHECK NO.	DATE	VENDOR NAME	CHECK AMOUNT
79664	5/12/23	EMPLOYEE HEALTH INSURANCE	65,000.00
		TOTALS	65,000.00

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W. M. M. 1/1/2024

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1	79665	5/15/23	ABBEVILLE ELECTRIC SUPPLY INC	2,625.38
2	79666	5/15/23	ABBEVILLE MERIDIONAL INC	2,415.28
3	79667	5/15/23	AT&T MOBILITY	545.88
4	79668	5/15/23	AUTOZONE	23.05
5	79669	5/15/23	BALDWIN REDI-MIX CO	2,606.00
6	79670	5/15/23	BRASSEUX'S HARDWARE	1,248.18
7	79671	5/15/23	BRANDON W BRIGGS	150.00
8	79672	5/15/23	CHAMPAGNES OF ABBEVILLE	43.12
9	79673	5/15/23	COMTECH SYSTEMS OF LA, LLC	652.00
10	79674	5/15/23	CLERK OF COURT	525.00
11	79675	5/15/23	COMMUNITY COFFEE SERVICE CO	127.65
12	79676	5/15/23	CONSTRUCTION AGGREGATE SUPPLY	17,186.40
13	79677	5/15/23	CMA	1,140.00
14	79678	5/15/23	COX BUSINESS	243.02
15	79679	5/15/23	CINTAS CORPORATION LOC 543	4,749.16
16	79680	5/15/23	DEHART SHIPYARD INC	56.35
17	79681	5/15/23	DPC ENTERPRISES, L.P.	200.00
18	79682	5/15/23	DATA SUPPORT CO. INC	420.00
19	79683	5/15/23	DUHON BROS OIL CO INC	20,393.39
20	79684	5/15/23	D V L ELECTRIC WORKS INC	219.70
21	79685	5/15/23	ECHO POWERLINE LLC	2,720.00
22	79686	5/15/23	ELITE THERAPY SOLUTIONS	150.00
23	79687	5/15/23	EAGLE PEST CONTROL	122.00
24	79688	5/15/23	ENERGY	1,962.41
25	79689	5/15/23	CENTERPOINT ENERGY	25.60
26	79690	5/15/23	EVANGELINE SPECIALTIES INC	62.46
27	79691	5/15/23	F & R AIR CONDITIONING INC	168.00
28	79692	5/15/23	LANCE A GUIDRY	850.00
29	79693	5/15/23	GLOBAL DATA FUSION, INC	26.00
30	79694	5/15/23	GRINER DRILLING SERVICE INC	1,479.60
31	79695	5/15/23	ENTERPRISE FM TRUST	10,019.74
32	79696	5/15/23	AROSS BROWN	4,999.75
33	79697	5/15/23	HIDCO	985.75
34	79698	5/15/23	HO-PAK LABORATORY INC	790.30
35	79699	5/15/23	HO-PAK LTD.	456.00
36	79700	5/15/23	IBERIA RENTAL SERVICE INC	223.00
37	79701	5/15/23	INTEGRITY SUPPLY, LLC	68.12
38	79702	5/15/23	ABBEVILLE SNAPPER SALES	87.58
39	79703	5/15/23	JIM'S TIRE SERVICE INC	359.50
40	79704	5/15/23	K & J SUPPLIES, LLC	159.40
41	79705	5/15/23	LA MUNICIPAL RISK MGMT AGENCY	495.15
42	79706	5/15/23	LET US ANSWER	665.56
43	79707	5/15/23	LIFELINE	46.71
44	79708	5/15/23	LOWES BUSINESS ACCOUNT	791.87
45	79709	5/15/23	MINVIELLE LUMBER CO INC	219.15
46	79710	5/15/23	MOBILE MONITORING	681.78
47	79711	5/15/23	CIVICPLUS	5,916.40
48	79712	5/15/23	PACE A/C & ELECTRICAL SERVICES	3,976.00
49	79713	5/15/23	PITNEY BOWES GLOBAL	959.28
50	79714	5/15/23	POSTNET LA103	2,413.49
51	79715	5/15/23	PRIMEAUX TOUCHET & ASSOC LLC	2,740.00
52	79716	5/15/23	PROGRESSIVE TRACTOR	850.00
53	79717	5/15/23	MYLES HUTCHINSON	300.00



CHECK NO.	DATE	VENDOR NAME	CHECK AMOUNT
79718	5/15/23	REPUBLIC WHOLESALE CO INC	302.73
79719	5/15/23	S & V SERVICE, LLC	944.40
79720	5/15/23	S L E M C O	178.23
79721	5/15/23	S P I MUNICIPAL SUPPLY INC	2,436.89
79722	5/15/23	SPECIAL T ICE COMPANY INC	170.25
79723	5/15/23	SPRACO INC	15,507.00
79724	5/15/23	TECHLINE LTD	1,784.57
79725	5/15/23	FELICIA THIBEAUX	110.00
79726	5/15/23	TRANKAH SERVICES LLC	720.00
79727	5/15/23	THIBODEAUX TOWN & COUNTRY	19.95
79728	5/15/23	THRIFTY WAY PHARMACY INC	30.00
79729	5/15/23	TOTAL SAFETY U. S. , INC	660.00
79730	5/15/23	UBED LLC	138.06
79731	5/15/23	U S A BLUE BOOK	270.18
79732	5/15/23	VERIZON WIRELESS	1,468.46
79733	5/15/23	VERMILION JANITORIAL &	595.00
79734	5/15/23	VERMILION SHELL CO INC	2,234.99
79735	5/15/23	HANCOCK WHITNEY BANK	9,060.78
TOTALS			137,971.65

CHECK NO.	DATE	VENDOR NAME	CHECK AMOUNT
1 79736	5/23/23	A-PLUS FIRST AID & SAFETY	129.70
2 79737	5/23/23	AMERICAN POLLUTION CONTROL	800.00
3 79738	5/23/23	ARSEMENT & HAYES, LLC	759.00
4 79739	5/23/23	AUTOMATION SERVICE & CONTROLS	400.00
5 79740	5/23/23	BALDWIN REDI-MIX CO	928.00
6 79741	5/23/23	FLOYD'S SERVICE STATION	724.46
7 79742	5/23/23	BROUSSARD GREENHOUSES	174.40
8 79743	5/23/23	CAJUNPRO-AUTOTEK, INC.	817.96
9 79744	5/23/23	CAPITAL ELECTRIC & SUPPLY, LLC	6,873.55
10 79745	5/23/23	COMTECH SYSTEMS OF LA, LLC	25.00
11 79746	5/23/23	COMMUNITY COFFEE SERVICE CO	83.90
12 79747	5/23/23	DUHON BROS OIL CO INC	423.73
13 79748	5/23/23	EAGLE PEST CONTROL	345.00
14 79749	5/23/23	CENTERPOINT ENERGY	131.63
15 79750	5/23/23	GUIDRY'S UNIFORM INC	1,549.68
16 79751	5/23/23	IBERIA PARISH SHERIFF'S OFFICE	4,562.50
17 79752	5/23/23	INTEGRITY SUPPLY, LLC	9,709.34
18 79753	5/23/23	J B ELECTRICAL	390.33
19 79754	5/23/23	ABBEVILLE SNAPPER SALES	2,179.61
20 79755	5/23/23	JIM'S TIRE SERVICE INC	205.00
21 79756	5/23/23	WINSUPPLY	1,145.60
22 79757	5/23/23	LOWES BUSINESS ACCOUNT	151.36
23 79758	5/23/23	MEDXCEL OCCUPATIONAL MEDICINE	160.00
24 79759	5/23/23	MINVIELLE LUMBER CO INC	4.98
25 79760	5/23/23	MUSSON PATOUT FORD	156.43
26 79761	5/23/23	O'REILLY AUTOMOTIVE INC	262.49
27 79762	5/23/23	PITT STOP 9 MIN OIL CHANGE	133.90
28 79763	5/23/23	PUPIE'S AUTO REPAIR	210.05
29 79764	5/23/23	MYLES HUTCHINSON	400.00
30 79765	5/23/23	Q R T WINDOW TINTING	275.00
31 79766	5/23/23	RAY CHEVROLET- OLD, INC	185.94
32 79767	5/23/23	REPUBLIC WHOLESALE CO INC	756.97
33 79768	5/23/23	SELLERS & ASSOC INC	1,815.00
34 79769	5/23/23	SHARP ELECTRONICS CORPORATION	343.40
35 79770	5/23/23	S L E M C O	598.00
36 79771	5/23/23	SPARTAN SERVICES GROUP, LLC	410.00
37 79772	5/23/23	TECHLINE LTD	2,319.63
38 79773	5/23/23	TRAKAH SERVICES LLC	650.00
39 79774	5/23/23	THIBODEAUX TOWN & COUNTRY	362.86
40 79775	5/23/23	TOTAL SAFETY U.S., INC	400.00
41 79776	5/23/23	VERMILION JANITORIAL &	1,576.25
42 79777	5/23/23	WALMART COMMUNITY CARD	292.18
43 79778	5/23/23	WECHEM, INC	1,383.40
		TOTALS	45,206.23

CHECK NO. DATE G/L DESCRIPTION CHECK AMOUNT

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2	30210	5/01/23	RANDALL ABSHIRE	900.00
3	30211	5/01/23	UTILITY SYSTEM FUND	207.00
4	30212	5/01/23	SPOTLESS CLEANING SYSTE	1,500.00
5	30213	5/01/23	PARK & RECREATION FUND	500.00
6	30214	5/01/23	ACCOUNTS PAYABLE	63,074.98
7	30215	5/02/23	ERNEST JUDE MIRE	58.67
8	30216	5/02/23	PUBLIC IMPROVEMENT FUND	18.47
9	30217	5/03/23	PUBLIC IMPROVEMENT FUND	13.13
10	30218	5/04/23	PUBLIC IMPROVEMENT FUND	6.12
11	30219	5/04/23	PAYROLL FUND	142,608.05
12	30220	5/04/23	PAYROLL FUND NOW	323.58
13	30221	5/04/23	PAYROLL FUND NOW	31,090.25
14	30222	5/05/23	ACCOUNTS PAYABLE	123,385.45
15	30223	5/08/23	PUBLIC IMPROVEMENT FUND	.41
16	30224	5/08/23	FAYETTA TRAHAN DUPRE AP	300.00
17	30225	5/08/23	GOMSEP	1.64
18	30226	5/08/23	ADAM QUINN	25.00
19	30227	5/09/23	PUBLIC IMPROVEMENT FUND	18.50
20	30228	5/12/23	LAURA FREDERICK	391.66
21	30229	5/10/23	ERIC J MEAUX	145.19
22	30230	5/10/23	PUBLIC IMPROVEMENT FUND	4.65
23	30231	5/10/23	UTILITY SYSTEM FUND	85.00
24	30232	5/11/23	PAYROLL FUND	1,350.39
25	30233	5/11/23	PAYROLL FUND	43.57
26	30234	5/11/23	PAYROLL FUND	38,237.63
27	30235	5/11/23	FIREFIGHTERS' RETIREMEN	50,139.44
28	30236	5/11/23	MUN EMPLOYEES RETIREMEN	6,735.55
29	30237	5/11/23	MUN EMPLOYEES RETIREMEN	5,107.88
30	30238	5/11/23	PUBLIC IMPROVEMENT FUND	10.36
31	30239	5/11/23	UTILITY SYSTEM FUND	1,900.00
32	30240	5/12/23	ACCOUNTS PAYABLE	49,400.00
33	30241	5/12/23	PUBLIC IMPROVEMENT FUND	18.13
34	30242	5/15/23	RANDALL ABSHIRE	900.00
35	30243	5/15/23	PUBLIC IMPROVEMENT FUND	3.08
36	30244	5/15/23	ACCOUNTS PAYABLE	79,917.26
37	30245	5/15/23	SAMUEL MARC RICHE'	1,590.00
38	30246	5/16/23	PUBLIC IMPROVEMENT FUND	34.51
39	30247	5/16/23	UTILITY SYSTEM FUND	60.00
40	30248	5/16/23	VERMILION TITLE & NOTAR	99.50
41	30249	5/16/23	LA HOMICIDE INVESTIGATO	350.00
42	30250	5/16/23	SECRETARY OF STATE	25.00
43	30251	5/17/23	PUBLIC IMPROVEMENT FUND	42.92
44	30252	5/18/23	PUBLIC IMPROVEMENT FUND	4.30
45	30253	5/18/23	UTILITY SYSTEM FUND	135.00
46	30254	5/18/23	PAYROLL FUND	144,386.87
47	30255	5/19/23	DAMIAN LANDRY	104.87
48	30256	5/19/23	PUBLIC IMPROVEMENT FUND	8.53
49	30257	5/22/23	MUN EMPLOYEES RETIREMEN	93.39
50	30258	5/22/23	PUBLIC IMPROVEMENT FUND	1.58
51	30259	5/26/23	LAURA FREDERICK	391.66
52	30260	5/23/23	KELLY J. MIRE	385.73
53	30261	5/23/23	PUBLIC IMPROVEMENT FUND	7.74
54	30262	5/24/23	ACCOUNTS PAYABLE	16,385.27
55	30263	5/25/23	DONALD MENARD	30.00
56	30264	5/25/23	PAYROLL FUND	1,359.53
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2	30265	5/25/23	PAYROLL FUND	59.17
3	30266	5/25/23	PAYROLL FUND	39,806.00
4	30267	5/26/23	EMPLOYEE HEALTH INSURAN	38,000.00
5	30268	5/31/23	LAW OFFICE OF	5,000.00
6	30269	5/31/23	LAW OFFICE OF	3,000.00
7	30270	5/30/23	PATRICIA A. PICOU	88.33
8	30271	5/31/23	LOUISIANA SPECIAL SYSTE	96.00
9	30272	5/31/23	PUBLIC IMPROVEMENT FUND	16.11
10	53023	5/30/23	179997 DEPOSIT TICKET BOO	141.85

ACCT 001020 TOTALS 850,124.90

FUND 00 TOTALS 850,124.90

CHECK NO.	DATE	G/L DESCRIPTION	CHECK AMOUNT
9957	5/05/23	ACCOUNTS PAYABLE	1,041.30
		ACCT 001023 TOTALS	1,041.30

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14307	5/18/23	2016 REVENUE BONDS DEBT	7,306.50
		ACCT 001020 TOTALS	7,306.50
		FUND 05 TOTALS	7,306.50

CHECK NO.	DATE	G/L DESCRIPTION	CHECK AMOUNT
13716	5/05/23	ACCOUNTS PAYABLE	74.40
13717	5/15/23	ACCOUNTS PAYABLE	427.28
		ACCT 001031 TOTALS	501.68



CHECK NO.	DATE	G/L DESCRIPTION	CHECK AMOUNT
1348	5/05/23	ACCOUNTS PAYABLE	230.09
1349	5/10/23	COMMUNITY FOUNDATION	200.00
		ACCT 001032 TOTALS	430.09

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CHECK NO.	DATE	G/L DESCRIPTION	CHECK AMOUNT
1191	5/05/23	ACCOUNTS PAYABLE	5,669.67
1192	5/15/23	ACCOUNTS PAYABLE	2,389.74
1193	5/15/23	SUSAN WILHEIM	93.41
1194	5/24/23	ACCOUNTS PAYABLE	426.93
1195	5/24/23	CHARLENE BECKETT	75.82
		ACCT 001037 TOTALS	8,655.57
		FUND 06 TOTALS	9,587.34

CHECK NO.	DATE	G/L DESCRIPTION	CHECK AMOUNT
15332	5/05/23	ACCOUNTS PAYABLE	3,078.84
15333	5/11/23	PAYROLL FUND	828.08
15334	5/15/23	ACCOUNTS PAYABLE	5,336.26
15335	5/24/23	ACCOUNTS PAYABLE	1,073.73
15336	5/25/23	PAYROLL FUND	828.08
		ACCT 001024 TOTALS	11,144.99
		FUND 07 TOTALS	11,144.99

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CHECK NO.	DATE	G/L DESCRIPTION	CHECK AMOUNT
2201	5/01/23	QUALITY SPORTS AUTHORITY	6,250.00
		ACCT 001020 TOTALS	6,250.00
		FUND 10 TOTALS	6,250.00

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17084	5/05/23	HOMEOWNERS CONSTRUCTION	1,100.00
17085	5/05/23	KEEP ABBEVILLE BEAUTIFU	1,000.00
17086	5/05/23	SOUTHERN CONSTRUCTORS,	125,955.31
17087	5/05/23	SELLERS & ASSOC INC	12,891.03
17088	5/05/23	ACCOUNTS PAYABLE	22,905.12
17089	5/15/23	ACCOUNTS PAYABLE	18,455.74
17090	5/18/23	2021 REVENUE BONDS DEBT	30,173.00
17091	5/18/23	2014 SALES TAX REVENUE	16,876.17
17092	5/24/23	ACCOUNTS PAYABLE	2,940.58
17093	5/26/23	SOUTHERN CONSTRUCTORS,	121,064.76
17094	5/26/23	SOUTHERN CONSTRUCTORS,	66,374.00
17095	5/26/23	SELLERS & ASSDC INC	7,556.12
		ACCT 001021 TOTALS	427,291.83
		FUND 11 TOTALS	427,291.83

CHECK NO.	DATE	G/L DESCRIPTION	CHECK AMOUNT
1283	5/04/23	GENERAL FUND	45,000.00
1284	5/05/23	GENERAL FUND	51,122.43
1285	5/05/23	UTILITY SYSTEM FUND	9,652.04
1286	5/11/23	GENERAL FUND	5,000.00
1287	5/11/23	UTILITY SYSTEM FUND	10,000.00
1288	5/18/23	GENERAL FUND	45,000.00
1289	5/25/23	GENERAL FUND	5,000.00
1290	5/25/23	UTILITY SYSTEM FUND	10,000.00

ACCT 001021 TOTALS 180,774.47

FUND 12 TOTALS 180,774.47

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605	5/04/23	GENERAL FUND	30,000.00
606	5/18/23	GENERAL FUND	30,000.00
		ACCT 001020 TOTALS	60,000.00
		FUND 13 TOTALS	60,000.00

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CHECK NO.	DATE	G/L DESCRIPTION	CHECK AMOUNT
1527	5/11/23	GENERAL FUND	49,400.00
1528	5/11/23	GENERAL FUND	21,000.00
1529	5/11/23	GENERAL FUND	17,000.00
1530	5/11/23	GENERAL FUND	6,285.00
1531	5/11/23	UTILITY SYSTEM FUND	15,600.00
1532	5/11/23	UTILITY SYSTEM FUND	7,375.00
1533	5/26/23	GENERAL FUND	38,000.00
1534	5/26/23	UTILITY SYSTEM FUND	12,000.00

ACCT 001020 TOTALS 166,660.00

FUND 14 TOTALS 166,660.00

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22623	5/04/23	OPTUMRX FOR RX CLAIMS	46,136.52
22624	5/04/23	OPTUMRX FOR RX FEES	69.80
22625	5/04/23	TRICIA H LEGE	151.19
22626	5/04/23	ABSHIRE CHIROPRACTIC	186.50
22627	5/04/23	CARDIOLOGY SPECIALISTS	55.56
22628	5/11/23	BETTY CORMIER	7.24
22629	5/11/23	TRICIA H LEGE	260.73
22630	5/11/23	ABSHIRE CHIROPRACTIC	18.66
22631	5/11/23	CARDIOLOGY SPECIALISTS	126.99
22632	5/18/23	VERMILION CHIROPRACTIC	352.72
22633	5/18/23	AMERIGROUP LOUISIANA	193.93
22634	5/25/23	OPTUMRX FOR RX CLAIMS	39,957.70
22635	5/25/23	OPTUMRX FOR RX FEES	66.55
22636	5/25/23	LABORATORY CORPORATION	104.40
22637	5/25/23	LOUISIANA ORTHOPAEDIC	78.87
22638	5/25/23	UMR CRS FEES	18,031.07
50423	5/04/23	EFT FOR CLAIMS PD	13,502.61
51123	5/11/23	EFT FOR CLAIMS PD 5/11	19,985.92
51823	5/18/23	EFT FOR CLAIMS PAID	19,987.33
52523	5/25/23	EFT FOR CLAIMS PAID	16,812.15

ACCT 001021 TOTALS 176,086.44

CHECK NO.	DATE	G/L DESCRIPTION	CHECK AMOUNT
16363	5/01/23	OPTUM	285.00
16364	5/01/23	UMR (HEALTH)	9,026.73
16365	5/01/23	UMR (STOP LOSS)	30,057.62
16366	5/01/23	THE HARTFORD	2,835.60
16367	5/05/23	EMPLOYEE HEALTH INSURAN	60,102.18
16368	5/08/23	ABBEVILLE GENERAL HOSPI	650.00
16369	5/12/23	EMPLOYEE HEALTH INSURAN	20,399.54
16370	5/15/23	UNITED HEALTHCARE INS.	5,195.75
16371	5/19/23	EMPLOYEE HEALTH INSURAN	20,533.98
16372	5/26/23	EMPLOYEE HEALTH INSURAN	75,050.74
		ACCT 001025 TOTALS	224,137.14
		FUND 25 TOTALS	400,223.58

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CHECK NO.	DATE	G/L DESCRIPTION	CHECK AMOUNT
	5/03/23	PAYROLL FUND	89,222.42
	5/10/23	PAYROLL FUND	77,117.69
	5/17/23	PAYROLL FUND	92,847.35
	5/24/23	PAYROLL FUND	77,031.62
24484	5/04/23	PAYROLL FUND NOW	52,787.17
24485	5/04/23	TEXAS CHILD SUPPORT SDU	121.00
24486	5/04/23	DEPT OF CHILDREN AND FA	275.90
24487	5/04/23	DEPT OF CHILDREN AND FA	87.13
24488	5/04/23	DEPT OF CHILDREN AND FA	96.92
24489	5/04/23	KEITH A RODRIQUEZ	57.70
24490	5/04/23	VERMILION PARISH SHERIF	416.80
24491	5/04/23	F O P ABBEVILLE LODGE 4	295.49
24492	5/04/23	ABBEVILLE FIREFIGHTERS	310.00
24493	5/04/23	VERMILION SCHOOL EMPLOY	1,810.17
24494	5/11/23	PAYROLL FUND NOW	36,346.53
24495	5/11/23	TEXAS CHILD SUPPORT SDU	173.54
24496	5/11/23	DEPT OF CHILDREN AND FA	24.22
24497	5/11/23	DEPT OF CHILDREN AND FA	215.06
24498	5/11/23	VERMILION SCHOOL EMPLOY	485.00
24499	5/18/23	PAYROLL FUND NOW	54,220.58
24500	5/18/23	KEITH A RODRIQUEZ	57.70
24501	5/18/23	VERMILION PARISH SHERIF	370.32
24502	5/18/23	VERMILION SCHOOL EMPLOY	1,830.17
24503	5/18/23	ABBEVILLE FIREFIGHTERS	310.00
24504	5/18/23	F O P ABBEVILLE LODGE 4	295.49
24505	5/18/23	DEPT OF CHILDREN AND FA	96.92
24506	5/18/23	DEPT OF CHILDREN AND FA	232.24
24507	5/18/23	DEPT OF CHILDREN AND FA	73.34
24508	5/18/23	TEXAS CHILD SUPPORT SDU	101.86
24509	5/25/23	PAYROLL FUND NOW	35,957.91
24510	5/25/23	DEPT OF CHILDREN AND FA	24.22
24511	5/25/23	VERMILION SCHOOL EMPLOY	485.00
24512	5/25/23	UNITED WAY OF ACADIANA	63.00
24513	5/25/23	TEXAS CHILD SUPPORT SDU	173.54
24514	5/25/23	DEPT OF CHILDREN AND FA	215.06

ACCT 001020 TOTALS 524,249.06

CHECK NO.	DATE	G/L DESCRIPTION	CHECK AMOUNT
17604	5/01/23	ACCOUNTS PAYABLE	14,835.24
17605	5/11/23	FIREFIGHTERS' RETIREMEN	15,079.56
17606	5/11/23	MUN EMPLOYEES RETIREMEN	8,290.20
17607	5/30/23	FAMILY LIFE INS CO	36.00
17608	5/30/23	AMERITAS	6,542.34
17609	5/30/23	WASHINGTON NATIONAL INS	1,151.65
17610	5/30/23	AGL	76.67
17611	5/30/23	TRANS AMERICA LIFE INS	453.50
17612	5/30/23	A F L A C INC	4,584.14
50123	5/01/23	BANK W/D STATE W/H PR 4/3	8,526.00
50523	5/05/23	BANK W/D FED W/H PR 5/5/2	29,054.56
50823	5/08/23	EFT FOR JUDGE RET APRIL	406.64
51023	5/10/23	AUTO DB POL RET APRIL 202	40,541.35
51223	5/12/23	BANK W/D FED W/H PR 5/12	25,040.48
51523	5/15/23	BANK W/D STATE W/H PR 5/1	7,882.00
51923	5/19/23	BANK W/D FED W/H PR 5/19/	30,059.31
52623	5/26/23	BANK W/D FED W/H PR 5/26/	24,815.20
		ACCT 001025 TOTALS	217,374.84
		FUND 35 TOTALS	741,623.90

CHECK NO.	DATE	G/L DESCRIPTION	CHECK AMOUNT
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2	14491	5/01/23 SPOTLESS CLEANING SYSTE	400.00
3	14492	5/01/23 ACCOUNTS PAYABLE	20,554.40
4	14493	5/01/23 GENERAL FUND	60,000.00
5	14494	5/03/23 HUBERT BESSARD	92.71
6	14495	5/04/23 PAYROLL FUND	2,893.65
7	14496	5/05/23 UTILITY METER DEPOSIT F	150.00
8	14497	5/05/23 ACCOUNTS PAYABLE	80,499.17
9	14498	5/05/23 GENERAL FUND	110,000.00
10	14499	5/11/23 PAYROLL FUND	2,817.80
11	14500	5/11/23 PAYROLL FUND	71,095.07
12	14501	5/11/23 MUN EMPLOYEES RETIREMEN	16,918.84
13	14502	5/12/23 ACCOUNTS PAYABLE	15,600.00
14	14503	5/12/23 CHRIS GUILBEAU	76.40
15	14504	5/15/23 ACCOUNTS PAYABLE	31,445.37
16	14505	5/15/23 GENERAL FUND	75,000.00
17	14506	5/18/23 PAYROLL FUND	6,070.10
18	14507	5/23/23 COMMITTEE OF CERTIFICAT	30.00
19	14508	5/24/23 ACCOUNTS PAYABLE	24,379.72
20	14509	5/24/23 GENERAL FUND	15,000.00
21	14510	5/25/23 PAYROLL FUND	2,723.38
22	14511	5/25/23 PAYROLL FUND	69,141.69
23	14512	5/25/23 GENERAL FUND	35,000.00
24	14513	5/26/23 EMPLOYEE HEALTH INSURAN	12,000.00
25	14514	5/26/23 COMMITTEE OF CERTIFICAT	30.00
26	14515	5/30/23 COMMITTEE OF CERTIFICAT	40.00
27			
28		ACCT 001020 TOTALS	651,958.30
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2	523	5/18/23 EXELON GENERATION CO.	345,159.59
3	17946	5/01/23 UTILITY METER DEPOSIT F	150.00
4	17947	5/01/23 UTILITY SYSTEM FUND	75,000.00
5	17948	5/02/23 UTILITY METER DEPOSIT F	99.10
6	17949	5/03/23 UTILITY METER DEPOSIT F	300.00
7	17950	5/04/23 UTILITY METER DEPOSIT F	300.00
8	17951	5/04/23 GENERAL FUND	95,000.00
9	17952	5/05/23 UTILITY SYSTEM FUND	195,000.00
10	17953	5/08/23 UTILITY METER DEPOSIT F	600.00
11	17954	5/09/23 UTILITY METER DEPOSIT F	750.00
12	17956	5/10/23 UTILITY METER DEPOSIT F	250.00
13	17957	5/11/23 UTILITY METER DEPOSIT F	2,300.00
14	17958	5/11/23 UTILITY SYSTEM FUND	50,000.00
15	17959	5/12/23 UTILITY SYSTEM FUND	15,000.00
16	17960	5/15/23 UTILITY METER DEPOSIT F	300.00
17	17961	5/15/23 UTILITY SYSTEM FUND	105,000.00
18	17962	5/16/23 UTILITY METER DEPOSIT F	300.00
19	17963	5/17/23 UTILITY METER DEPOSIT F	300.00
20	17964	5/18/23 GENERAL FUND	65,000.00
21	17965	5/19/23 UTILITY METER DEPOSIT F	600.00
22	17966	5/22/23 UTILITY METER DEPOSIT F	300.00
23	17967	5/23/23 UTILITY METER DEPOSIT F	600.00
24	17968	5/24/23 UTILITY METER DEPOSIT F	74.72
25	17970	5/24/23 UTILITY SYSTEM FUND	40,000.00
26	17971	5/25/23 UTILITY METER DEPOSIT F	150.00
27	17972	5/25/23 UTILITY SYSTEM FUND	95,000.00
28	17973	5/26/23 UTILITY METER DEPOSIT F	150.00
29	17974	5/31/23 UTILITY METER DEPOSIT F	600.00
30	50123	5/01/23 STATE SALES TAX APRIL 202	8,312.00
31	51223	5/12/23 MISO INVOICE 8555248401	77,606.66
32	51223	5/12/23 MISO INVOICE 8555248402	812.84
33	51223	5/12/23 MISO INVOICE 8555248410	3,594.55
34	52323	5/23/23 ACH RET B WILLIAMS/STOP P	27.86
35	52323	5/23/23 ACH RET H BONIN NSF	82.41

ACCT 001083 TOTALS 1,178,719.73

CHECK NO.	DATE	G/L DESCRIPTION	CHECK AMOUNT
22638	5/24/23	UTILITY SYSTEM FUND	3,117.07
22639	5/24/23	RANDY D MENARD	164.86
22640	5/24/23	KATHRYN P LISTI	272.62
22641	5/24/23	MAYA T DOUGLAS	263.68
22642	5/24/23	HALI MONK & KODIE COMEA	218.04
22643	5/24/23	GARY'S HOME FURNISHINGS	948.85
22644	5/24/23	BRANDI R DELHOMMER	161.77
22645	5/24/23	DALE R BAUDOIN	223.95

ACCT 001085 TOTALS 5,370.84

FUND 40 TOTALS 1,836,048.87

The following ordinance having been introduced at a duly convened meeting on May \_\_\_\_\_, 2023, and notice of its introduction having been published in the official journal and a public hearing having been held in connection therewith on this date, was offered for final adoption by \_\_\_\_\_ and seconded by \_\_\_\_\_:

**ORDINANCE 2-160(a)**

**WHEREAS**, Section 2-160(a) of the City of Abbeville Code of Ordinances, in part, deals with drugs to be tested for employees.

**WHEREAS**, the City Council does hereby determines that it is in the best interest of the City to amend this ordinance as detailed below.

**BE IT ORDAINED** by the City Council of the City of Abbeville (the “Governing Authority”), acting as the governing authority of the City of Abbeville, State of Louisiana, that Sec. 2-160(a) of the City of Abbeville Code of Ordinances be, and the same is hereby amended as follows:

**Sec. 2-160(a) – Drugs to be tested for.**

The following five (5) classes of drugs will be tested for covered employees: Amphetamines. Opiates. Cocaine, Cannabinoids, Phencyclidine, and/or Alcohol. The following five (5) classes of drugs may also be tested, in addition, for non-covered employees: Barbiturates, Methadone. Benzodiazepines, Propoxyphene. Subject to the foregoing, all city employees are subject to testing on all classes of drugs and/or alcohol.

**Effective Date.** This Ordinance shall become effective upon execution by the Mayor.

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

**YEAS:**

**NAYS:**

**ABSENT:**

And the ordinance was declared adopted on this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
**Kathleen Faulk, Clerk**

\_\_\_\_\_  
**Roslyn R. White, Mayor**



CONTRACT BETWEEN THE  
CITY OF ABBEVILLE, LOUISIANA  
AND  
PRIMEAUX, TOUCHET, & ASSOCIATES, L.L.C.  
FOR PROFESSIONAL ENGINEERING SERVICES  
IN CONNECTION WITH  
EXTRAORDINARY EMERGENCY RECOVERY EVENTS

THIS CONTRACT, entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the CITY OF ABBEVILLE, LOUISIANA, herein acting through its duly authorized, Roslyn White, Mayor, and hereinafter referred to as "CITY", "OWNER" or "CLIENT" and PRIMEAUX, TOUCHET, & ASSOCIATES, L.L.C., Consulting Engineers, herein represented by its duly authorized President, Kim J. Touchet, hereinafter referred to as "Engineer" or "Consultant".

WITNESSETH:

That in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

ARTICLE 1.00 - EMPLOYMENT OF ENGINEER

- 1.10 CITY hereby employs Engineer and Engineer agrees to perform professional engineering, project representation, inspection, and surveying services hereinafter set forth in connection with the Extraordinary Emergency Recovery Events, such as natural storm disasters i.e., hurricanes, tropical depressions.
- 1.20 The scope of work shall be limited to the engineering services required to assist CITY recovery from damages associated with a extraordinary event related to a natural disaster requiring federal/state assistance.
- 1.30 It is understood and agreed that upon signature of this Contract by all duly authorized parties, the Contract shall become fully valid and binding subject to the stipulations herein. The Engineer shall commence work upon issuance of a work order authorized by the CITY and shall vigorously prosecute and accomplish the required work within a reasonable length of time. Said work order must be issued by the CITY prior to the Engineer commencing services hereinafter defined for the project defined above.
- 1.40 The Engineer will serve as the CITY's professional representative in all phases of the project and will give consultation and advice to the CITY during performance of his services.

ARTICLE 2.00 - CHARACTER AND EXTENT OF SERVICES

- 2.10 The Engineer will furnish the professional services set forth below for the project set out above in Article 1.00.
- 2.11 TERM OF THE CONTRACT: Term of the contract shall begin June 1, 2023 and shall terminate on May 31, 2024.
- 2.20 Engineering Studies, Plans, Specifications, Construction Administration, and Final Report & Project Closeout
  - 2.21 Confer with the CITY, through the Mayor, or its authorized representative and other such agencies, officials or parties as may appear to be necessary to properly plan and prosecute the work.
  - 2.22 Prepare necessary government recovery application forms & documentation to initiate funding claims
  - 2.23 Prepare recovery plan of action of facilities damaged by natural disaster event.
  - 2.24 Prepare plans, specifications, and bidding documents to meet recovery plan.
  - 2.25 Perform Construction administration and necessary verification documents of the recovery plan.

2.26 Assist CITY with project closeout documents.

ARTICLE 3.00 - COMPENSATION

3.10 The fees for services to be provided under Article 2.00 are as set out below.

ATTACHED THE PRIMEAUX, TOUCHET & ASSOCIATES FEE SCHEDULE DATED JANUARY 1, 2023 AS REVISED YEARLY

3.20 Basic Engineering Services associated with major construction projects requiring the preparation of plans, specifications and bidding documents (for which construction costs exceed \$50,000) will be provided at fees calculated in accordance with the basic engineering services fee curve attached herewith. Additional services, as described above, shall be billed in accordance with the FEMA 321 Public Assistance Policy Digest.

ARTICLE 4.00 - PROGRESS REPORTS

If requested by the CITY, the Engineer shall furnish to the CITY monthly progress reports in both written and graphic form (bar charts) indicating the percentage of completion of each phase of the work under Article 2.00 hereof. Upon such request and upon receiving authorization to proceed with the work, the Engineer shall prepare and submit to the CITY a proposed progress schedule, which shall show, in particular, the appropriate items of work, times of beginning and completion by calendar periods, and other data pertinent to each schedule. This schedule shall be in a form and arrangement and include data approved by the CITY.

ARTICLE 5.00 - GENERAL PROVISIONS

In the performance of professional services contracted for herein, the Engineer will furnish competent engineers, planners, designers, draftsmen and inspectors, qualified in their respective fields, and will provide adequate direction through registered engineers (principals). The Engineer's responsibility shall be limited to furnishing such services to the best of said principal's ability and judgment.

It is understood that this Contract shall continue and shall remain in full force and effect until completion by the Engineer of the services to be performed as set forth herein for any and all projects which have been assigned to the Engineer in accordance with provisions in Article 1.00 hereof, and for which funds have been appropriated in whole or in part.

ARTICLE 6.00 - INSURANCE

Engineer shall procure and maintain insurance for the duration of this Contract, the following insurance policies with a company licensed in the State of Louisiana

- |  |                                   |
|--|-----------------------------------|
| <input type="checkbox"/> Workmen's Compensation --                       | Full Statutory Liability          |
| <input type="checkbox"/> Comprehensive General Liability Insurance --    | \$1,000,000 per occurrence        |
| <input type="checkbox"/> Comprehensive Automobile Liability Insurance -- | \$500,000 per accident/occurrence |
| <input type="checkbox"/> Professional Liability --                       | \$500,000                         |

ARTICLE 7.00 - CONDITIONS OF THE CONTRACT

7.10 The FEMA PUBLIC ASSISTANCE GUIDE Document FEMA-322 utilized by the federal/state agencies and the City of Abbeville, LA shall be considered a part and condition of this contract between City and Engineer. In the event of conflict between these documents, FEMA-322 Document shall control this contract.

## ARTICLE 8.00 - TERMINATION

### 8.10 Termination for Cause

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the contractor shall violate any of the covenants, agreements, or stipulation of this contract, the Owner shall thereupon have the right to terminate this contract by filing written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawing, maps, model, photographs, and reports prepared by the Contractor under this contract shall at the option of the Owner become the Owner's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for-damages sustained by the Owner by virtue of any breach of the contract by the Contractor, and the Owner may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Owner from the Contractor is determined.

### 8.20 Termination for Convenience

The owner may terminate this contract at any time by giving at least ten (10) days' notice in writing to the Contractor. If the contract is terminated by the owner as provided herein, the Contractor will be paid for the time provided and expense incurred up to the termination date. All provisions of paragraph 8.10 shall apply to documents etc. becoming Owners property at owner's option.

## ARTICLE 9.00 - SUCCESSORS AND ASSIGNS

CITY and Engineer each binds himself, his successors, executors, administrators and assigns to the other party to this Contract, and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Contract.

## Article 10.00 SUSPENSION AND DEBARMENT

10.10 This contract is a covered transaction C.F.R. Pt. 180 and 2 C.F.R. pt. 2000. As such the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. Sec. 180.995) or its affiliates (defined at 2 C.F.R. Sec. 180.905) are excluded (defined at 2 C.F.R. Sec. 180.940) or disqualified (defined at 2 C.F.R. Sec.180.935).

10.20 The contractor must comply with 2 C.F.R pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

10.30 This certification is a material representation of fact relied upon by ( ). If it is later determined that the contractor did not comply with two C.F.R. pt. 180, subpart C and two C.F.R. pt. 3000, subpart C, in addition to remedies available to ( ),the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

10.40 The bidder or proposer agrees to comply with the requirements of two C.F.R. pt. 180, subpart C and two C.F.R pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Article 11.00 BYRD ANTI-LOBBING ACT

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act.

Contractors who apply or bid for an award of more than \$100,000 will file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. Sec. 1352. Each tier shall also disclose any lobbying with non-Federal funds that take place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

ARTICLE 12.00 CONTRACT CLAUSES ATTACHMENT

12.10 Attached hereto are Federal Contract Clauses which contains eight (8) pages, and which will apply as necessary, except the Cancellation for Cause and for Convenience, the Byrd Anti-Lobbying Clause and the Suspension and Debarment Clause which are included in the contract. This attachment is labeled ATTACHMENT "A".

THUS, DONE, entered into and signed in the presence of the witnesses whose names are inscribed opposite each respective signature on and as of the date indicated on the first page of this Contract.

WITNESSES:

CITY OF ABBEVILLE, LOUISISANA

\_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_  
ROSLYN WHITE - MAYOR

PRIMEAUX, TOUCHET, & ASSOCIATES, L.L.C.

\_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_  
KIM J TOUCHET – PRESIDENT

**Primeaux, Touchet & Associates, L.L.C.**  
**Rate Schedule**

**The following rates are effective for all jobs as of  
 January 1, 2023**

<u>Personnel</u>	<u>Rate Per Hour</u>
Principal of Firm	\$135.00
Senior Engineer	120.00
Engineer	100.00
Professional Land Surveyor	100.00
Engineer Intern (EI)	90.00
Engineer/ Survey Technician	80.00
Secretary	48.00
Clerical	42.00
Senior Draftsman	60.00
Draftsman	54.00
Four Man Survey Party	170.00
Three Man Survey Party	140.00
Two Man Survey Party	120.00
Party Chief	75.00
Construction Inspector	55.00
Deposition / Court Appearances (800.00 Min.)	200.00
Boat Rentals (includes fuel and oil)	
12' Boat – 8 hp/day	80.00
4 Wheeler Rental / hour	15.00
Additional Survey Equipment	
Wood Stakes, Iron Rods or Pipes	
Rental Equipment, Concrete	
Monuments, Etc.	Cost Plus 15%
Copy and Research	
Copies of Plats	\$10.00 each plat
Copies 8x11 up to 11x17	\$3.00 each page

**NOTE:** Normal survey equipment, GPS Survey Equipment and incidental tools included in survey party rates

**ATTACHMENT "HA"**

**ATTACHMENT: FEDERAL CONTRACT CLAUSES**

Since the parties anticipate that federal funding will be applied to this Agreement, the following federal contract clauses must be complied with, where applicable, in addition to the clauses already mentioned.

**EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency

and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon

contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses



to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### **COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.**

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

## **CLEAN AIR ACT**

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*
- (2) The Contractor agrees to report each violation to *(insert name of subrecipient)* and understands and agrees that *(insert name of subrecipient)* will, in turn, report each violation as required to assure notification to FEMA, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

## **FEDERAL WATER POLLUTION CONTROL ACT**

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 7401 *et seq.*
- (2) The Contractor agrees to report each violation to *(insert name of subrecipient)* and understands and agrees that *(insert name of subrecipient)* will, in turn, report each violation as required to assure notification to the FEMA, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

## **SUSPENSION AND DEBARMENT**

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by *(insert name of subrecipient)*. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to *(insert name of subrecipient)*, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## **BYRD ANTI-LOBBYING ACT**

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act.

Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

## **PROCUREMENT OF RECOVERED MATERIALS**

In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- i. Competitively within a timeframe providing for compliance with the Contract performance schedule;
- ii. Meeting Contract performance requirements; or
- iii. At a reasonable price.

Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

## **PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES. (REQUIRED FOR CONTRACTS AFTER 11/12/20)**

(a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) *Prohibitions.*

- (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Exceptions.*

- (1) This clause does not prohibit contractors from providing—
  - (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
  - (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (2) By necessary implication and regulation, the prohibitions also do not apply to:
  - (i) Covered telecommunications equipment or services that:
    - i. Are *not used* as a substantial or essential component of any system; *and*
    - ii. Are *not used* as critical technology of any system.
  - (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

- (1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
- (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

#### **DOMESTIC PREFERENCES FOR PROCUREMENTS. (REQUIRED FOR CONTRACTS AFTER 11/12/20)**

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

*Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

*Manufactured products* mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

#### **ACCESS TO RECORDS**

The following access to records requirements apply to this contract:

(1) The Contractor agrees to provide GOHSEP, (*insert name of subrecipient*), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

#### **DHS SEAL, LOGO, AND FLAGS**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

#### **COMPLIANCE WITH FEDERAL EXECUTIVE ORDERS**

This is an acknowledgement that FEMA financial assistance will be used to fund the Contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

#### **NO OBLIGATION BY THE FEDERAL GOVERNMENT**

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the Contract.

#### **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

#### **CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.**

(a) Any party to this contract must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. These steps are also required for the hiring of any subcontractors under this contract.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

THIS AGREEMENT, made this the 4<sup>th</sup> day of October, 2022, by and between the **City of Abbeville**, hereinafter called "OWNER" and **Southern Constructors, LLC**, hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the following work for:

**Replacement of Sludge Blowdown Valve at the Water Treatment Plant  
for the  
CITY OF ABBEVILLE**

The above described, hereinafter called the "Work", shall be for the total sum of **Thirty-Five Thousand Five Hundred Dollars and Zero Cents (\$35,500.00)**, and shall furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, rentals, insurance, and other accessories and services necessary to complete the said work in accordance with the conditions and price stated in the Quote Form and Addenda Numbers **2** of the Contract and Plans, and other drawings and printed or written explanatory matter thereof, and specifications and contract documents thereof as prepared by SELLERS & ASSOCIATES, INC., herein entitled the ENGINEER, all of which are made a part hereof and collectively evidence and constitute the Contract.

The **CONTRACTOR** hereby agrees to commence work under this quotation upon notification by the Owner and to fully complete the project within 210-consecutive calendar days (30 weeks, as specified on the quote form).

The **CONTRACTOR** shall provide proper insurance certificate showing insurance is in effect and shall be furnished to the Owner prior to execution of the contract, which shall incorporate a provision that no cancellation or change in such insurance shall be affected for any cause without written notice being given to the Owner. The Owner, its officials, employees, and volunteers are named on all liability policies as additional insureds.

The **OWNER** agrees to pay the **CONTRACTOR** for the performance of the work subject to additions and deductions, and to make payments on account thereof.

**IN WITNESS WHEREOF**, the parties to these presents have executed this contract in **4-counterparts**, each of which shall be deemed an original, in the year and day first mentioned.

**SOUTHERN CONSTRUCTORS, LLC**  
CONTRACTOR

*Sell M. Belcany*  
SIGNATURE AND TITLE

*[Signature]*  
WITNESS

*[Signature]*  
WITNESS

**CITY OF ABBEVILLE**  
OWNER

*Roslyn Little Mayor*  
SIGNATURE AND TITLE

*[Signature]*  
WITNESS

*[Signature]*  
WITNESS

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that:

Southern Constructors, LLC. (Name of Contractor)

6313 Hwy 90 East, New Iberia, LA 70560 (Address of Contractor)

a limited liability corporation (Corporation, Partnership, or Individual), hereinafter called Principal, and

Swiss Re Corporate Solutions America Insurance Corporation (Name of Surety)

1200 Main Street, Suite 800, Kansas City, MO 64105 (Address of Surety)

hereinafter called Surety, are held and firmly bound unto

City of Abbeville (Name of Owner)

P. O. Box 1170 / 101 North State Street, Abbeville, LA 70510 (Address of Owner)

hereinafter called OWNER, in the penal sum of Thirty-Five Thousand Five Hundred and xx/100

Dollars, ( \$ 35,500.00 )

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER,

dated the 4th day of October 20 22

a copy of which is hereto attached and made a part hereof for the construction of:

Replacement of Sludge Blowdown Valve at the Water Treatment Plant

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.



PAYMENT BOND

IN WITNESS WHEREOF, this instrument is executed in 4 (numbers) counterparts, each one of which shall be deemed an original, this the 4th day of October 20 22

ATTEST:

[Signature] (PRINCIPAL) CORPORATE SECRETARY

(SEAL)

[Signature] WITNESS AS TO PRINCIPAL

ATTEST:

[Signature] WITNESS AS TO SURETY

Southern Constructors, LLC. PRINCIPAL (BIDDER)

By: [Signature] AUTHORIZED OFFICER-OWNER-PARTNER

6313 Hwy 90 East, New Iberia, LA 70560 ADDRESS

Swiss Re Corporate Solutions America Insurance Corporation SURETY

By: [Signature] (Seal) ATTORNEY-IN-FACT

Bert A. Guiberteau, Jr., Attorney-in-Fact TYPED OR PRINTED NAME

I certify that I am, as of the date of this bond, contracted with the surety company or bond issuer as an agent of the company or issuer as a licensed agent in the State of Louisiana in good standing with the Louisiana Insurance Commission.

By: [Signature] Bert A. Guiberteau, Jr. TYPED OR PRINTED NAME

Cory, Tucker & Larowe, Inc. NAME OF AGENCY

225054 AGENT AND/OR AGENCY'S LICENSE NUMBER

4980 Bluebonnet Blvd., Suite C, Baton Rouge, LA 70809 ADDRESS

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION F/K/A NORTH AMERICAN SPECIALTY INSURANCE COMPANY ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION F/K/A WASHINGTON INTERNATIONAL INSURANCE COMPANY ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

STEPHEN L. CORY, PAMELA K. TUCKER, BERT A. GUIBERTEAU, JR., MICHAEL C. SEAMAN

MARY CLAIRE BUCKLEY AND RONALD CHASE ZUMO

JOINTLY or SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION (\$200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation 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 or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

[Signature of Erik Janssens]

By Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC

[Signature of Gerald Jagrowski]



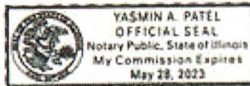
IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 29TH day of APRIL, 2022

State of Illinois County of Cook

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 29TH day of APRIL, 2022, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature of Yasmin A. Patel]

Yasmin A. Patel, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 4th day of October, 2022

Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC

**BID FORM**

**CITY OF ABBEVILLE**

101 North State Street  
Abbeville, LA 70510

or

<https://www.centralbidding.com>

Ladies and Gentlemen:

In compliance with your invitation for bids for the furnishing and delivering of:

**2018 OR NEWER  
USED REGENERATIVE AIR STREET SWEEPER  
FOR THE  
CITY OF ABBEVILLE, LA**

having examined the specifications with related documents and being familiar with all of the conditions surrounding the availability of materials and labor, the bidder hereby proposes to furnish the equipment called for in accordance with the contract documents, within the time set forth therein, and at the price stated below. This price is to cover all expenses incurred in furnishing and delivering the equipment required under the contract documents, of which this bid is a part.

Bidder acknowledges receipt of the following addenda:           N/A          

Bidder hereby agrees to commence the work under this contract on or before a date to be specified in written Notice to Proceed of the Owner and to deliver the equipment within **7 to 14 Business Days** from Date of the Notice to Proceed.

The Bidder must bid on the form provided and attach all information mentioned in Section III or bid will not be considered.

The City of Abbeville reserves the right to award either Proposal 1 or Proposal 2 or to reject any and all bids, waive technicalities, informalities, or irregularities in the bids received, and to choose that bid which is deemed to be in the best interest of the City of Abbeville.

The undersigned Bidder agrees to provide and deliver to the City of Abbeville, LA the following equipment for the following bid price:

**PROPOSAL NO. 1**  
**(Governmental Lease / Purchase)**

ITEM NO.                                      DESCRIPTION, QUANTITY, AND UNIT                                      LUMP SUM

1. Furnish and Deliver One (1) 2018 or Newer Used Regenerative Air Street Sweeper, Making a Complete Working Unit, as Stated in the Detailed Specifications, Taxes and Fees Not Included, lump sum,

N/A \_\_\_\_\_ DOLLARS \$ N/A \_\_\_\_\_  
(lump sum price in words)                                      (figures)

State Year: \_\_\_\_\_ N/A

Chassis Make/Model: \_\_\_\_\_ N/A

Chassis Mileage: \_\_\_\_\_ N/A

Sweeper Make/Model: \_\_\_\_\_ N/A

Sweeper Hours: \_\_\_\_\_ N/A

Principal Amount: \$ \_\_\_\_\_ N/A

Interest Rate: \_\_\_\_\_ N/A %

Lease-Purchase Period: \_\_\_\_\_ 48-Months or 4-Years

Monthly Payments: \$ \_\_\_\_\_ N/A

**TOTAL PROPOSAL NO. 1**  
**(SUM OF ALL PAYMENTS).....** \$ N/A

**PROPOSAL NO. 2 — SWEEPER WITH DUAL STEERING  
(Governmental Lease / Purchase)**

ITEM NO.                      DESCRIPTION, QUANTITY, AND UNIT                      LUMP SUM

1. Furnish and Deliver One (1) 2018 or Newer Used Regenerative Air Street Sweeper, **with Dual Steering and Controls for Left-Hand or Right-Hand Operations**, Making a Complete Working Unit, as Stated in the Detailed Specifications, Taxes and Fees Not Included, lump sum,

One hundred sixty two thousand five hundred DOLLARS \$ 162,500.00  
(lump sum price in words)                      (figures)

State Year: 2018  
Chassis Make/Model: Isuzu NR 254  
Chassis Mileage: 9,678  
Sweeper Make/Model: Schwarze A4000  
Sweeper Hours: \_\_\_\_\_

Principal Amount: \$ 162,500.00

Interest Rate: 5.78 %

Lease-Purchase Period: 48-Months or 4-Years

Monthly Payments: \$ 3,799.95

**TOTAL PROPOSAL NO. 2**  
**(SUM OF ALL PAYMENTS)..... \$ 182,397.60**

Paid out of M & O



Date	Invoice #
1/23/2023	INVLA23-0034

Delta Fire & Safety LA  
235 Eastpark Drive  
Eunice LA 70535  
United States

Bill To
ABBEVILLE FIRE DEPARTMENT 210 W. Vermilion St. Abbeville LA 70510 United States

Ship To
ABBEVILLE FIRE DEPARTMENT 210 W. Vermilion St. Abbeville LA 70510 United States

P.O. Number	Shepherd Number	Terms	Rep	Via	start date project
		Net 30		Delta - LA	1/23/2023

Item Code	Description	Backorder QTY	Shipped	Price Each	Amount
LAAE: SERVICE TECHNICIAN	<b>SERVICE TECHNICIAN</b> Remove Transercase Replace internal parts (if needed) and all mounting bolts Reinstall transercase Pump test	0	34	120.00	4,080.00
	Shop supplies (bolts, oil, gasket maker, ETC)	0	1	250.00	250.00
LAAE: PUMP TEST	<b>ANNUAL PUMP TEST AND INSPECTION</b>	0	1	350.00	350.00
REV: 537-1740-00-0	<b>SHAFT INPUT T-CASE HALE</b>	0	1	1,890.00	1,890.00
REV: 250-0214-06-0	<b>214KG BEARING</b>	0	2	126.00	252.00
REV: 250-0214-00-0	<b>214KG BEARING</b>	0	1	120.00	120.00
REV: 296-2540-00-0	<b>QHD OIL SEAL</b>	0	2	126.00	252.00
REV: 142-0160-00-0	<b>VALVE .75 DRAIN/BLEEDER W/HNDL</b>	0	1	12.00	12.00
REV: 046-0220-00-0	<b>GASKET PACK HOUSING QSMD W263</b>	0	2	12.00	24.00
REV: 046-6370-01-0	<b>GASKET GEARBOX COVER XLG HALE</b>	0	1	12.00	12.00
REV: 048-0210-60-0	<b>GLAND SET FRONT 2 PC HALE</b>	0	1	244.00	244.00
REV: 046-6370-00-0	<b>GASKET G D U COVER</b>	0	1	12.00	12.00
REV: 250-0310-00-0	<b>310L BEARING</b>	0	1	216.00	216.00
REV: 250-0409-00-0	<b>409K BEARING</b>	0	1	258.00	258.00

**Accepted Payment Methods: Check, ACH, and Credit Card\***  
\*Credit Card Payments are subject to a 3.5% Convenience Fee



Date	Invoice #
1/23/2023	INVLA23-0034

Item Code	Description	Backorder QTY	Shipped	Price Each	Amount
REV: 250-8040-00-0	G TAPER BEARING	0	1	370.00	370.00
REV: 040-2240-00-0	SEAL RING 40-4N175 (ZMQ-701)	0	1	14.00	14.00
REV: 040-2280-00-0	SEAL RING SHAFT 40-4N225	0	1	12.00	12.00
REV: 0159-PP3-001	MASTER DRAIN-10 PORT	0	1	196.99	196.99
REV: 046-5130-00-0	ZSF-W292 GASKET	0	2	12.00	24.00
	CP280X 1710 FULL ROUND U JOINT	0	3	64.31	192.93
	CCP675X 1710 FULL ROUND U JOINT	0	1	69.15	69.15
	N62749 FLANGE YOLK	0	1	315.53	315.53
	N274 DRIVE SHAFT NUTS .375-24X594	0	16	1.00	16.00
	6731219 DRIVE SHAFT BOLTS .375-24X594	0	16	4.00	64.00
REV: 546-0370-53-0	VPS POWER SHIFT and CONTROL REPAIR KIT	0	1	48.00	48.00
	580714 7/16-14x1 1/2" BOLT	0	12	1.50	18.00
	580708 7/16-14x1" BOLT	0	8	1.35	10.80
	580812 1/2-13X1 1/2" BOLT	0	16	1.75	28.00
	GEAR OIL (5 GAL)	0	1	164.99	164.99

Freight #					
Phone #	Web Site	Outgoing Bin #	<b>Subtotal</b>	\$9,516.39	
(888) 944-4911	www.deltafas.com		<b>Sales Tax (8.25%)</b>	\$0.00	
Fax #	S.O. No.	Packing Slip No.	<b>Shipping Cost</b>	\$5.00	
(337) 466-7577	SOLA23-0005	IF4010	<b>Total</b>	\$9,521.39	
			<b>Payments/Credits</b>		
			<b>Balance Due</b>	\$9,521.39	

**Accepted Payment Methods: Check, ACH, and Credit Card\***  
**\*Credit Card Payments are subject to a 3.5% Convenience Fee**