

## AGREEMENT OF WAIVER AND RELEASE

**THIS WAIVER AND RELEASE** ("Release") is made and entered into as of the 10<sup>th</sup> day of June, 2015 (the "Effective Date"), by and between Blue Flash Sewer Service, Inc. ("Contracting Party"), and the City of Harahan (the "City").

**WHEREAS**, on or about September 14, 2013, the City entered into a contract ("Task Order No. 2013-02") with Meyer Engineers, Ltd. ("Meyer"), for basic engineering services in connection with the City's participation in the Clean Water State Revolving Fund Loan Program (Project No. CS221885-01/AI # 1600) for a complete Sanitary Sewer Evaluation Survey, consisting of a sewer system evaluation and upgrade as set forth in the Scope of Work dated September 11, 2013, attached hereto as Appendix A and incorporated herein by reference (the "Project-Phase I");

**WHEREAS**, Meyer hired or planned to hire Contracting Party to supply materials and/or provide labor or other work at the Project or otherwise obtained an estimate from or discussed with Contracting Party having Contracting Party supply materials and/or provide labor or other work at the Project as a subcontractor, vendor, or laborer of Meyer;

**WHEREAS**, the City terminated Task Order No. 2013-02 in writing in January 2015.

**WHEREAS**, the City and Contracting Party wish for Contracting Party to continue to supply materials and/or provide work for the Remainder directly for the benefit of the City pursuant to the *written estimate* of Contracting Party's work furnished to the City and attached hereto as Appendix B and incorporated herein by reference (the "Estimate"); and

**WHEREAS**, prior to the commencement of work pursuant to the Estimate, the City and Contracting Party wish to agree to the terms provided herein, including Contracting Party's waiver and release of any and all claims, privileges, and liens, if any, and rights to any claims, privileges, and liens, if any, it may have against the City pursuant to its relationship, contractual or otherwise, with Meyer.

**NOW, THEREFORE**, for and in consideration of the above premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Contracting Party do hereby agree as follows:

1. The City shall compensate Contracting Party for the work Contracting Party performs for the Remainder pursuant to and in accordance with the Estimate.

2. Contracting Party hereby waives and releases any claim, privilege, and lien, if any, and any right to claim a lien, claim or privilege, if any, for labor, services, or

materials furnished prior to the Effective Date through Meyer, or otherwise, to or for the benefit of the City or Project-Phase I.

**IN WITNESS WHEREOF**, the City and Contracting Party have executed this Agreement of Waiver and Release as of the Effective Date.

**CONTRACTOR:**

By: Kelly Cazaux-President  
Blue Flash Sewer Service, Inc.  
Kelly Cazaux, Owner

**APPROVED AND ACCEPTED:**

**CITY OF HARRAHAN**

By: Tina Miceli  
Tina Miceli, Mayor

**APPENDIX "A"**

20-1838.TO

**TASK ORDER NO. 2013-02  
TO ORIGINAL CONTINUING SERVICES AGREEMENT  
BETWEEN  
THE CITY OF HARAHAH, LOUISIANA  
AND  
MEYER ENGINEERS, LTD.**

**PROJECT DESCRIPTION**

Project includes Engineering Services for Harahan Clean Water Program (A/E Project No. 20-1338).

**SCOPE OF SERVICES**

The scope of services will include basic engineering services for sewer system investigation and design as set forth on the attached Scope of Work dated September 11, 2013.

**SCHEDULE AND FEES**

The engineering fee for Basic Engineering Services and Sewer System Investigation shall be a Lump Sum amount. The engineering fee is \$696,061 based on a preliminary statement of probable cost for sewer system upgrade of \$3,303,960.

No services in excess of these limits shall be performed without written authorization from the City of Harahan.

**ACCEPTANCE**

If you agree with the Scope of Services, Schedule and Fee as outlined herein, please indicate your acceptance by signing on the line provided below, dating and returning a copy to our office.

Sincerely,

  
\_\_\_\_\_  
RICHARD C. MEYER, PRESIDENT  
MEYER ENGINEERS, LTD.

APPROVED AND ACCEPTED:

  
\_\_\_\_\_  
PROVINO MOSCA, MAYOR  
CITY OF HARAHAH

Date: 9/14/13

20-1338.SW

SCOPE OF WORK  
HARAHAN CLEAN WATER PROGRAM  
A/E PROJECT NO. 20-1338      SEPTEMBER 11, 2013

Project includes identification and repair of problem areas in Harahan's sewerage system in order to meet the requirements of the Clean Water State Revolving Fund Loan Program over a three (3) year program. The EPA guidelines shall be adhered to for a complete Sanitary Sewer Evaluation Survey (SSES). Meyer Engineers, Ltd. will prepare plans and specifications in accordance with Harahan, DEQ and EPA requirements.

A. Sewer System Investigation

1. Assessment of the existing sewerage system shall include the following:
  - a. Clean 8"- 12" sanitary sewer system lines for preparation of video inspection by jetting lines and removing debris from downstream manhole using a vacuum truck.
  - b. Root Removal
  - c. Video on CCTV (closed-circuit tv) for 137,283' of 8"-12" sewer lines
  - d. Smoke Testing
  - e. Manhole Inspection
  - f. Lift Station Investigation
  - g. GPS location of all assets into Underground Asset Management database for future maintenance tracking, defect identification, and planning.

B. Sewer System Upgrade

1. Category IIIA – Inflow/Infiltration Correction
  - a. CIPP (Cured-in place pipe (ie. lining)) 8"- 12"
  - b. Remote Cut & Brush each Sewer House Connection
  - c. Internal Trimming of Protruding Service Connections
  - d. 3" Bypass
  - e. Sewer Point Repairs
  - f. Manhole Lining
  - g. Lift Station Wet well Lining.
2. Category IIIB – Major Sewer System Rehabilitation
  - a. Sewer Line Replacement

- b. Manhole Repair/Rehabilitation
- c. Lift Station Repair/Rehabilitation

**APPENDIX "B"**

**Appendix B**  
**City of Harahan, Louisiana**  
**Harahan Clean Water Program**

Item No.	Description of Work	Unit Price	Unit	Original Estimated Quantity	Original Extension	Complete To Date	Current Extension Completed	Estimated Quantity to Complete	Extension to Complete
3000.01	Standard Cleaning 8" - 10" Sanitary Sewer	\$ 1.31	Linear Feet	133,000.00	\$ 174,230.00	98,193.00	\$ 128,632.83	34,807.00	\$ 45,597.17
3000.03	Standard Cleaning 12" - 15" Sanitary Sewer	\$ 1.47	Linear Feet	3,443.00	\$ 5,061.21	4,463.40	\$ 6,551.20	800.00	\$ 1,176.00
3000.05	Standard Cleaning 16" - 18" Sanitary Sewer	\$ 3.31	Linear Feet	-	\$ -	2,837.60	\$ 9,392.46	400.00	\$ 1,324.00
3000.07	Standard Cleaning 19" - 24" Sanitary Sewer	\$ 5.78	Linear Feet	-	\$ -	2,053.60	\$ 11,869.81	200.00	\$ 1,156.00
4000.01	CCTV Inspection < 24" Sanitary Sewer	\$ 1.26	Linear Feet	136,443.00	\$ 171,918.18	107,560.40	\$ 135,526.10	28,882.60	\$ 36,392.08
4000.03	Additional Set UP	\$ 262.50	Each	15.00	\$ 3,937.50	19.00	\$ 4,987.50	4.00	\$ 1,050.00
5000.01	Spot Dye Flood Test	\$ 315.00	Each	5.00	\$ 1,575.00	-	\$ -	ZERO	
5000.02	Dye Flood Test of Storm Lines	\$ 1,575.00	Each	5.00	\$ 7,875.00	-	\$ -	ZERO	
7000.01	Root/Grease Cutting 8" - 15" Sanitary Sewer	\$ 0.79	Linear Feet	5,000.00	\$ 3,950.00	2,636.10	\$ 2,082.52	2,363.90	\$ 1,867.48
7000.02	Root/Grease Cutting 16" - 21" Sanitary Sewer	\$ 1.05	Linear Feet	-	\$ -	253.80	\$ 266.49	200.00	\$ 210.00
8000.01	3D Manhole Condition Assessment with Internal	\$ 105.00	Each	600.00	\$ 63,000.00	232.00	\$ 24,360.00	368.00	\$ 38,640.00
8000.02	Structural Manhole Condition Assessment with Internal	\$ 89.25	Each	183.00	\$ 16,332.75	-	\$ -	183.00	\$ 16,332.75
8000.03	Un-cover Buried Manholes less than 12" Deep	\$ 262.50	Each	20.00	\$ 5,250.00	48.00	\$ 12,600.00	20.00	\$ 5,250.00
8000.04	Removal of Stabilized debris from Manholes	\$ 210.00	Each	10.00	\$ 2,100.00	-	\$ -	10.00	\$ 2,100.00
9000.01	Smoke Testing	\$ 0.47	Linear Feet	136,443.00	\$ 64,128.21	64,083.70	\$ 30,119.34	ZERO	
10000.01	Traffic Control	\$ 52.50	Hour	50.00	\$ 2,625.00	-	\$ -	50.00	\$ 2,625.00
10000.03	Final Report & Rehabilitation Recommendations	\$ 0.26	Linear Feet	136,443.00	\$ 35,475.18	16,018.00	\$ 4,164.68	120,425.00	\$ 31,310.50
10000.04	GIS work and Map generation	\$ 0.21	Linear Feet	136,443.00	\$ 28,653.03	16,018.00	\$ 3,363.78	120,425.00	\$ 25,289.25
1000.01	Mobilization of Standard Equipment	\$ 2,625.00	Each	1.00	\$ 2,625.00	1.00	\$ 2,625.00	1.00	\$ 2,625.00
1000.02	Mobilization of Specialty Equipment	\$ 3,780.00	Each	1.00	\$ 3,780.00	-	\$ -	1.00	\$ 3,780.00
				<b>Original Contract Amount</b>	\$ 592,516.06		<b>Previously Invoiced Amt.</b>	\$ 376,551.70	
				<b>Estimated Completion Amt.</b>	\$ 216,725.23				