



St. Charles Parish

Introductions

Parish Council

Council Chairman Terrell D. Wilson
Councilmembers Wendy Benedetto, Paul J. Hogan,
Mary K. Clulee, Dick Gibbs, William Billy Woodruff,
Marilyn B. Bellock, Traci A. Fletcher, Julia Fisher-Perrier

St. Charles Parish Courthouse
15045 Highway 18
P.O. Box 302
Hahnville, LA 70057
985-783-5000
www.stcharlesparish-la.gov

Monday, June 19, 2017

6:00 PM

Council Chambers, Courthouse

Final

ORDINANCES / RESOLUTIONS INTRODUCED FOR PUBLICATION / PUBLIC HEARING

Monday, July 10, 2017, 6:00 pm, Council Chambers, Courthouse, Hahnville

2017-0198 An ordinance approving and authorizing the execution of Change Order No. 1 for the 29th Judicial District Building Project to add 25 additional days to the contract and increase the contract amount by \$59,402.10.

Sponsors: Mr. Cochran and General Government Buildings

2017-0202 An ordinance to approve and authorize the execution of an Engineering Services Contract between Huseman & Associates, LLC and St. Charles Parish to perform electrical and mechanical consulting engineering services associated with the replacement of the 2 Chiller Units at the St. Charles Parish Courthouse located at 15045 River Rd., Hahnville, LA 70057.

Sponsors: Mr. Cochran and General Government Buildings

S* 2017-0207 An ordinance to approve and authorize the execution of a Cooperative Endeavor Agreement with the South Central Planning & Development Commission for Building Code Plan Review and Inspections.

Sponsors: Mr. Cochran and Department of Planning & Zoning

S* 2017-0208 An ordinance to amend the 2017 Consolidated Operating and Capital Budget, Amendment No. 3, to add expenditures totaling \$525,000 for the General Fund - Account 001-400640 - Acquisition of Buildings - for the Purchase of 15090 River Road, Hahnville, Louisiana 70057 to be used as the new offices for the St. Charles Parish Planning and Zoning Department.

Sponsors: Mr. Cochran and Department of Finance

- S*** 2017-0209 An ordinance to approve and authorize the execution of an Agreement between Tauzin Consultants, LLC and St. Charles Parish for governmental affairs representation.

Sponsors: Mr. Cochran

- ~ 2017-0210 An ordinance to approve Amendment No. 2 to Easement No. DACW29-2-95-08, the Department of the Army Permit for the Engineers Canal Pump Station, to authorize the installation of an additional 20,000 gpm stormwater pump in Engineers Canal, Norco.

Sponsors: Mr. Cochran and Department of Public Works

- ~ 2017-0211 An ordinance to approve and authorize the execution of a contract with Fleming Construction Co., Inc. for the LA18 Cast Iron Water Main Replacement Phase II (Project No. WWKS 89) in the amount of \$473,888.00.

Sponsors: Mr. Cochran and Department of Waterworks

Accommodations for Disabled

St. Charles Parish will upon request and with three (3) days advanced notice provide reasonable accommodation to any disabled individual wishing to attend the meeting. Anyone requiring reasonable accommodation is requested to contact the Office of the Council Secretary at (985) 783-5000 to discuss the particular accommodations needed.

2017-0210

INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)

ORDINANCE NO. _____

An ordinance to approve Amendment No. 2 to Easement No. DACW29-2-95-08, the Department of the Army Permit for the Engineers Canal Pump Station, to authorize the installation of an additional 20,000 gpm stormwater pump in Engineers Canal, Norco.

WHEREAS, the St. Charles Parish Council adopted Ordinance No. 95-9-14 on September 18, 1995 approving Department of Army Easement No. DACW29-2-95-08 for the Engineers Canal Pump Station located at 688 West Pine Street in Norco; and,

WHEREAS, the St. Charles Parish Council adopted Ordinance No. 05-6-11 on June 20, 2005, approving Amendment No. 1 to the Department of Army Easement No. DACW29-2-95-08 for the Engineers Canal Pump Station, to authorize the installation of a bypass culvert; and,

WHEREAS, the Department of Public Works has proposed to install, operate and maintain an additional 20,000 gpm stormwater pump in the existing concrete sump, a 26" diameter at-grade steel pipeline 286 LF across the Bonnet Carre' Spillway lower guide levee on an existing, but thickened slab, a laydown area, work area of 20' x 286', and access for construction within St. Charles Parish, Louisiana; and,

WHEREAS, the Department of Army Corps of Engineers has prepared Amendment No. 2 to the original Easement agreement to allow said culvert installation; and,

WHEREAS, it is the desire of the Parish Council to approve said Amendment No. 2.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Amendment No. 2 to Easement No. DACW29-2-95-08 is hereby approved and accepted.

SECTION II. That the Parish President is hereby authorized to execute said Amendment on behalf of St. Charles Parish.

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

And the ordinance was declared adopted this _____ day of _____, 2017, to become effective five (5) days after publication in the Official Journal.

2017-0210 Easement Engineers Canal Pump Station

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

It has been determined this contract is not subject to Executive Order 13658 or the regulations issued by the Secretary of Labor in 29 CFR part 10 pursuant to the Executive Order, and the following provisions.

If a duly authorized representative of the United States discovers or determines, whether before or subsequent to executing this contract, that an erroneous determination regarding the applicability of Executive Order 13658 was made, contractor, to the extent permitted by law, agrees to indemnify and hold harmless the United States, its officers, agents, and employees, for and from any and all liabilities, losses, claims, expenses, suits, fines, penalties, judgments, demands or actions, costs, fees, and damages directly or indirectly arising out of, caused by, related to, resulting from or in any way predicated upon, in whole or in part, the erroneous Executive Order 13658 determination. This includes contractor releasing any claim or entitlement it would otherwise have to an equitable adjustment to the contract and indemnifying and holding harmless the United States from the claims of subcontractors and contractor employees.

All other terms and conditions of the original easement remain unchanged.

The above Amendment No. 2 is hereby accepted this ____ day of _____ 2017.

ST. CHARLES PARISH COUNCIL.

Signed: _____

Printed Name: _____

Title: _____

WITNESSES:

Signed: _____

Printed Name: _____

Signed: _____

Printed Name: _____

Signed: _____

Printed Name: _____
Notary Public

County/Parish: _____

State Of: _____

My Commission Expires: _____

Notary or Bar Association Number: _____

2017-0211

INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
(DEPARTMENT OF WATERWORKS)

ORDINANCE NO. _____

An ordinance to approve and authorize the execution of a contract with Fleming Construction Co., Inc. for the LA18 Cast Iron Water Main Replacement Phase II (Project No. WWKS 89) in the amount of \$473,888.00.

WHEREAS, sealed bids were received by the Parish on May 25, 2017, for the LA18 Cast Iron Water Main Replacement Phase II (Project No. WWKS 89); and,

WHEREAS, Civil & Environmental Consulting Engineers has reviewed the bids and recommend that the Contract be awarded to the low bidder, Fleming Construction Co., Inc. in the amount of \$473,888.00.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the bid of Fleming Construction Co., Inc. for the LA18 Cast Iron Water Main Replacement Phase II (Project No. WWKS 89) be hereby approved and accepted in the amount of \$473,888.00.

SECTION II. That the Parish President is hereby authorized to execute the said contract documents on behalf of St. Charles Parish.

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

And the ordinance was declared adopted this _____ day of _____, 2017, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

ARTICLE 3

CONTRACT TIME

- 3.01 The Contractor shall complete all of the Work under the Contract within 150 calendar days from the date stated in the Notice to Proceed.

ARTICLE 4

LIQUIDATED DAMAGES

- 4.01 Owner and Contractor recognize that the Owner will suffer direct financial loss if Work is not completed within the Contract Time specified plus any extensions thereof allowed in accordance with these General Conditions of this Contract, and therefore, time is of the essence. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Contractor and Surety agree to forfeit and pay Owner Five Hundred dollars \$500.00 per day as Liquidated Damages for delay (but not as a penalty). Such Liquidated Damages will be assessed for each calendar day that expires after the Contract Time. This amount represents a reasonable estimate of Owner's expenses for extended delays and the costs associated therein. This provision shall be effective between the parties ipso facto and without demand or putting in default, it being specifically agreed that the Contractor by his mere failure to complete the work on or before the date specified shall be deemed in default.

ARTICLE 5

CONTRACT PRICE

- 5.01 The Owner will pay and the Contractor will accept in full consideration for the performance of the Contract the sum of:
- a) (\$473,888.00) Four Hundred Seventy-Three Thousand, Eight Hundred and Eighty Eight 00/100 Dollars based on unit prices specified within this contract document. Contract price is firm and subject only to modification by written Change Order agreed to and signed by both parties and the Engineer and approved by the St. Charles Parish Council.

- 6.09 Claims. Pursuant to La. R.S. 38:2242, when the Owner receives any claim of nonpayment arising out of the Contract, the Owner shall deduct such claim from the Contract Sum. The Contractor, or any interested party, may deposit security, in accordance with La. R.S. 38:2242.2, guaranteeing payment of the claim with the Recorder of Mortgages for St. Charles Parish. When the Owner receives original proof of such guarantee from the Recorder of Mortgages, the claim deduction will be added back to the Contract Sum.

ARTICLE 7

CONTRACTOR'S REPRESENTATIONS

- 7.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
- 7.02 Contractor has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or finishing of the Work.
- 7.03 Contractor has studied carefully all reports of explorations and tests of subsurface physical conditions and drawings of physical conditions which are identified in the Information Available To Bidders and as provided in the General Conditions.
- 7.04 Contractor has obtained and carefully studied (or assumed responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Paragraph 2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or which otherwise may affect the cost, progress, performance or furnishing of the Work as Contractor considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents. In exercising its responsibility with respect to subsurface conditions and physical conditions at the site, Contractor has or will obtain or perform at no additional cost to the Owner such additional examinations, investigations, explorations, tests, reports, studies, or similar information or data as may be required by Contractor for such purposes.

ARTICLE 8

CONTRACT DOCUMENTS

- 8.01 The following Contract Documents, which comprise the entire Agreement between Owner and Contractor, are all hereby made a part of that Agreement to the same extent as if incorporated herein in full:
- a) Contract (Section 00500)
 - b) Performance Bond (Section 00611)

9.03 It is hereby agreed and understood by the parties hereto that any and all disputes that may result in litigation shall be litigated in the 29th Judicial District Court for the Parish of St. Charles.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement effective as of the date first written above. All portions of the Contract Documents have been signed or identified by Owner and Contractor or by Engineer on their behalf.

OWNER: Parish of St. Charles

CONTRACTOR:

By:_____

By:_____

Title:_____

Title:_____

ATTEST:

ATTEST:

By:_____

By:_____

Title:_____

Title:_____

END OF SECTION