



St. Charles Parish

Supplemental Agenda

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

Parish Council

Council Chairman Dick Gibbs

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

Monday, December 10, 2018

6:00 PM

Council Chambers, Courthouse

Final

ORDINANCES / RESOLUTIONS INTRODUCED FOR PUBLICATION / PUBLIC HEARING

Monday, January 7, 2019, 6:00 pm, Council Chambers, Courthouse, Hahnville

- S* 1** 2018-0340 An ordinance to approve and authorize the execution of Change Order No. 4 for the Norco Library Renovation/Addition located at 590 Apple Street in Norco to increase the contract amount by \$3,469.00 and increase the contract time by 10 days.

Sponsors: Mr. Cochran

- S* 3** 2018-0341 An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from C-2 to M-1 on Lot K-2A2-3, Almedia or Patterson Plantation Subdivision as requested by Jacob Fruchtnicht, for JBE Industries, LLC.

Sponsors: Mr. Cochran and Department of Planning & Zoning

Legislative History

11/7/18	Department of Planning & Zoning	Received/Assigned PH
12/6/18	Department of Planning & Zoning	Recommended Approval to the Planning Commission
12/6/18	Planning Commission	Recommended Approval to the Parish Council

- S* 5** 2018-0342 An ordinance to approve and authorize the execution of a construction contract with Sealevel Construction, Inc. for Project No. P080502-18A, Oak Street Pump Station Improvements, in the amount of \$1,062,870.00.

Sponsors: Mr. Cochran and Department of Public Works

**ORDINANCES SCHEDULED FOR PUBLIC HEARING
(INTRODUCED AT PREVIOUS MEETING)**

S* 12 2018-0329 An ordinance to approve and authorize the Parish President to execute a Cooperative Endeavor Agreement (CEA) between Cypress Lakes Country Club At Ormond and St Charles Parish to dredge the Lakes that facilitate the Ormond Drainage system.

Sponsors: Mr. Cochran and Department of Public Works

Additional Data (Regular Agenda - Page 34)

Legislative History

11/26/18	Parish President	Introduced
11/26/18	Parish Council	Publish/Scheduled for Public Hearing to the Parish Council

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.

2018-0340

INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
ORDINANCE NO. _____

An ordinance to approve and authorize the execution of Change Order No. 4 for the Norco Library Renovation/Addition located at 590 Apple Street in Norco to increase the contract amount by \$3,469.00 and increase the contract time by 10 days.

WHEREAS, the St. Charles Parish Council adopted Ordinance No. 18-1-10 on January 22, 2018, approving and authorizing the execution of a contract with J.E. Franke Constructors, LLC, for Project No. P170601, for the renovation/addition of the Norco Branch Library located at 590 Apple Street Norco; and,

WHEREAS, it is necessary to adjust the original contract to reflect those items more fully described in Change Order No. 4., said adjustment as recommended by Plus One Design, to increase the dollar amount by \$3,469.00 and increase the contract time by 10 days; and,

WHEREAS, it is the desire of the Parish Council to approve said Change Order No. 4.
THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Change Order No. 4 for the Norco Library Renovation/Addition to decrease the contract amount by \$3,469.00 and increase the contract time by 10 days is hereby approved and accepted.

SECTION II. That the Parish President is hereby authorized to execute said Change Order No. 4 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 _____, 2019, 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: _____

 **AIA® Document G701™ – 2017**

Change Order

PROJECT: <i>(name and address)</i> St. Charles Parish Library Ren 590 Apple Street, Norco, LA	CONTRACT INFORMATION: Contract For: Renovation/Addition of Libr Date: January 31, 2018	CHANGE ORDER INFORMATION: Change Order Number: 004 Date: 12/6/2018
OWNER: <i>(name and address)</i> St. Charles Parish Government 15045 River Road Hahnville, LA 70057	ARCHITECT: <i>(name and address)</i> Plus One, L.L.C. PO Box 40232 Baton Rouge, LA 70835	CONTRACTOR: <i>(name and address)</i> J. E. Franke Constructors, LLC 229 Place Saint Jean Covington, LA 70433

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

1. Change Order Proposal - "Demolition of all existing vingyl siding on the existing building including all underlayment's and flashing. Provide and install all new underlayment, flashing, 074600 Exterior Siding (Hardiboard) and prepare and paint all areas." Add \$3,469.00. Added days 10

The original	(Contract Sum)	was	\$	<u>1,110,025.00</u>
The net change by previously authorized Change Orders			\$	<u>15,975.00</u>
The	(Contract Sum)	prior to this Change Order was	\$	<u>1,126,000.00</u>
The	(Contract Sum)	will be (increased) by this Change Order in the amount of	\$	<u>3,469.00</u>
The new	(Contract Sum)	, including this Change Order, will be	\$	<u>1,129,469.00</u>
The Contract Time will be (increased) (by Ten (10) days.				
The new date of Substantial Completion will be December 2, 2018.				

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

<u>Plus One, LLC</u> ARCHITECT <i>(Firm name)</i>	<u>J. E. Franke Constructors, LLC</u> CONTRACTOR <i>(Firm name)</i>	<u>St. Charles Parish Government</u> OWNER <i>(Firm name)</i>
<u>SIGNATURE</u>	<u>SIGNATURE</u>	<u>SIGNATURE</u>
<u>PRINTED NAME AND TITLE</u>	<u>PRINTED NAME AND TITLE</u>	<u>PRINTED NAME AND TITLE</u>
<u>DATE</u>	<u>DATE</u>	<u>DATE</u>

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2018-0341

**INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
(DEPARTMENT OF PLANNING & ZONING)**

ORDINANCE NO. _____

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from C-2 to M-1 on Lot K-2A2-3, Almedia or Patterson Plantation Subdivision as requested by Jacob Fruchtnicht, for JBE Industries, LLC.

WHEREAS, the property owner requests rezoning the property from C-2 to M-1; and,

WHEREAS, the St Charles Parish Department of Planning and Zoning recommended approval of the request; and,

WHEREAS, the St. Charles Parish Planning and Zoning Commission recommended approval of the request at its regular meeting of December 6, 2018.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. St. Charles Parish hereby approves an ordinance amending the Zoning Ordinance of 1981, to change the zoning classification from C-2 to M-1 on Lot K-2A2-3, Almedia or Patterson Plantation Subdivision as requested by Jacob Fruchtnicht for JBE Industries, LLC.

SECTION II. That the St. Charles Parish Department of Planning and Zoning is authorized to amend the Official Zoning Map, St. Charles Parish, Louisiana to reflect this reclassification from C-2 to M-1 on Lot K-2A2-3, Almedia or Patterson Plantation Subdivision as requested by Jacob Fruchtnicht for JBE Industries, LLC.

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

And the ordinance was declared adopted this _____ day of _____, 2019, 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: _____

RECOMMENDATIONS AT A GLANCE

PZR-2018-09 requested by Jacob Fruchtnicht for JBE Industries, LLC for a change in zoning classification from C-2 to M-1 at Lot K-2A2-3 Almedia Plantation, near 201 Almedia Rd., St. Rose. Council District 5.

Planning Department Recommendation:

Approval

Planning Commission Recommendation:

Approval

2018-0342
INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)

ORDINANCE NO. _____
An ordinance to approve and authorize the execution of
a construction contract with Sealevel Construction, Inc.
for Project No. P080502-18A, Oak Street Pump Station
Improvements, in the amount of \$1,062,870.00.

WHEREAS, the Oak Street Pump Station Improvements project will increase stormwater
pumping capacity in this section of St. Rose; and,
WHEREAS, sealed bids were received by St. Charles Parish on November 27, 2018, for
the Oak Street Improvements project; and,
WHEREAS, Evans-Graves Engineers, Inc., Stephen Lundgren, P.E., the Consulting
Engineer for the Project, has reviewed the bids and recommended that the
Contract be awarded to the lowest responsive bidder, Sealevel
Construction, Inc., in the amount of \$1,062,870.00.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:
SECTION I. That the bid of Sealevel Construction, Inc., for the construction of
Project No. P080502-18A, Oak Street Pump Station Improvements, is hereby approved
and accepted, in the amount of in the amount of \$1,062,870.00.
SECTION II. That the Parish President is hereby authorized to execute said
contract 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 _____, 2019,
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: _____

SECTION 00500

CONTRACT

This agreement entered into this _____ day of _____, 20____, by Sealevel Construction, Inc., hereinafter called the "Contractor", whose business address is P. O. Box 1037, Thibodaux, LA 70302, and the St. Charles Parish, hereinafter called the "Owner".

Owner and Contractor, in consideration of premises and the mutual covenants; consideration and agreement herein contained, agree as follows:

ARTICLE 1

STATEMENT OF WORK

- 1.01 Contractor shall furnish all labor and materials and perform all of the work required to build, construct and complete in a thorough and workmanlike manner:
Parish Project No. P080502-18A, Oak Street Pump Station Improvements
- 1.02 The abovementioned work shall be completed in strict accordance with Contract Documents prepared by: Evans-Graves Engineers, Inc.
- 1.03 It is recognized by the parties herein that said Contract Documents including by way of example and not of limitation, the Drawings and Specifications dated September 2018, Addenda number(s) 1, 2, & 3, the Instruction to Bidders, Supplemental Instructions to Bidders, Louisiana Uniform Public Works Bid Form, General Conditions, Supplementary Conditions (if applicable), any Addenda thereto, impose duties and obligations upon the parties herein, and said parties thereby agree that they shall be bound by said duties and obligations. For these purposes, all of the provisions contained in the aforementioned Contract Documents are incorporated herein by reference with the same force and effect as though said Contract Documents were herein set out in full.
- 1.04 The Work is generally described as follows: The Contract work generally comprises 1 completely removing an existing 24" pump and discharge / carrier pipe located inside an existing 48" concrete casing pipe (to remain in place), remove retain and inspect the 100 horse power electric motor, combination gear, diesel engine and drive shaft. All components (except diesel engine) are to be replaced. Install new 36" pump, pump bowl assembly, and 36" discharge / carrier pipe within an existing 48" concrete casing pipe, new electric pump, motor, and establish all connections and controls. Bypass pumping is to be provided.

ARTICLE 2

ENGINEER

- 2.01 The Project has been designed by Evans-Graves Engineers, Inc. who is hereinafter called "Engineer" and who will assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3

CONTRACT TIME

- 3.01 The Contractor shall complete all of the Work under the Contract within two hundred forty (240) 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 One Thousand Five Hundred dollars (\$1,500.00) 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) (\$1,062,870.00) One Million Sixty-Two Thousand Eight Hundred Seventy 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.

ARTICLE 6

PAYMENT PROCEDURES

- 6.01 Contractor shall submit Applications for Payment to the Engineer in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.
- 6.02 Progress Payments. Progress payments will be based upon estimated quantities of contract unit price items or upon estimated percentages of completion of the schedule of lump sum values of labor and materials incorporated into the Work or suitably stored, on the last day of each month or other mutually agreed regular monthly date ending the progress payment period, less retainage.
- 6.03 Application for Payment Form. The form of the Application for Payment must be suitable to the Owner. The Owner reserves the right to withhold payment until the form of Application for Payment is deemed acceptable by the Owner.
- 6.04 Retainage. Per Paragraph 15.01.D retainage shall be withheld and payments will be made by the Owner in the payment amount of:
- a) Ninety percent (90%) of the approved payment applications for projects with contract of less than \$500,000.00; or
- b) Ninety-five percent (95%) of the approved payment applications for projects with contract prices of \$500,000.01 or greater.
- 6.05 The normal retainage shall not be due the Contractor until after Substantial Completion and expiration of the forty-five (45) day lien period and submission to the Engineer of a clear lien certificate and invoice for retainage.

- 6.06 Final Payment. Upon the final completion of all Work, the Contractor may request a final inspection and may make a final Application for Payment as provided by Paragraph 15.06 of the General Conditions.
- 6.07 Final Acceptance. When Final Acceptance is granted by the Owner, the Owner shall file the certificate with the Recorder of Mortgages for St. Charles Parish.
- 6.08 At the expiration of the lien period the Contractor shall obtain a certificate from the Recorder of Mortgages of the Parish of St. Charles that the Contract is clear of any liens or privileges, and said certificate shall be presented to the Owner for final payment and release of retainage, less any such sums as may be lawfully withheld under the Contract.
- 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)
 - c) Payment Bond (Section 00610)
 - d) Insurance Certificates
 - e) Advertisement for Bids (Section 00010)
 - f) Louisiana Uniform Public Works Bid Form (Section 00300)
 - g) Addenda (Numbers One to Three inclusive)
 - h) Contract documents bearing the general title "Oak Street Pump Station Improvements (St. Charles Parish Project P080502-18A)" dated September 2018.
 - i) Drawings, consisting of a cover sheet dated September 2018 and the sheets listed on Drawing one (1); each sheet bearing the following general title: "Oak Street Pump Station Improvements (St. Charles Parish Project P080502-18A)"
 - j) General Conditions (Section 00700)
 - k) Supplementary Conditions (if applicable for compliance purposes) (Section 0800)

There are no Contract Documents other than those listed above in this Article 8. The Contract may only be amended, modified or supplemented as provided for in the General Conditions.

ARTICLE 9

MISCELLANEOUS

- 9.01 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and, unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents. Notwithstanding the foregoing, the Owner may assign this contract to the State of Louisiana or any political subdivision, municipality, special district or authority thereof without Contractor's consent and without recourse.
- 9.02 Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 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

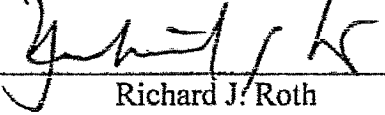
By: _____
Larry Cochran
Title: Parish President

ATTEST:

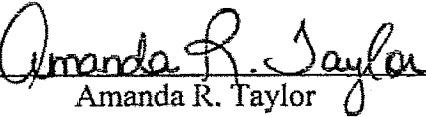
By: _____
Title: _____

CONTRACTOR:

Sealexel Construction, Inc.

By: 
Richard J. Roth
Title: President

ATTEST:

By: 
Amanda R. Taylor
Title: Contract Administrator

END OF SECTION

Excerpts from the
**MINUTES OF THE SPECIAL MEETING OF THE
 BOARD OF DIRECTORS
 DESTREHAN RACQUET AND GOLF, INC. D/B/A
 CYPRESS LAKES COUNTRY CLUB AT ORMOND**

RESOLVED, that Ricky P. Bosco, President of Destrehan Racquet and Golf, Inc. d/b/a Cypress Lakes Country Club at Ormond., be and he is hereby authorized and empowered for and on behalf of Destrehan Racquet and Golf, Inc. d/b/a Cypress Lakes Country Club at Ormond. to execute any and all documents that he deems necessary and as required to enter into a Cooperative Endeavor Agreement with St. Charles Parish on property of the corporation know, as the golf course situated in the Ormond Country Club Estates St. Charles Parish, Louisiana.

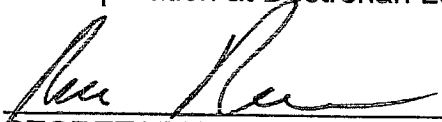
DESTREHAN RACQUET AND GOLF, INC. D/B/A
 CYPRESS LAKES COUNTRY CLUB AT ORMOND

BY: 
 RICKY P. BOSCO

CERTIFICATION

I, Richard Dupont, Secretary of Destrehan Racquet and Golf, Inc. d/b/a Cypress Lakes Country Club at Ormond do hereby certify that the above and foregoing to be a true and correct copy of excerpts of the minutes of the Board of th Directors of said Corporation, duly and legally called, convened and held on the 5 day of DECEMBER, 2018, in Destrehan, Louisiana, where a quorum of the Directors was present and that the same has not been revoked or rescinded.

WITNESS my signature and the seal of the Corporation at Destrehan Louisiana, this 5th day of DECEMBER 2018.


 SECRETARY