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

Monday, October 7, 2019 **6:00 PM** **Council Chambers, Courthouse**

Final

ORDINANCES / RESOLUTIONS INTRODUCED FOR PUBLICATION / PUBLIC HEARING

Monday, October 21, 2019, 6:00 pm, Council Chambers, Courthouse, Hahnville

S* 1 2019-0317 An ordinance to approve and authorize the execution of a Contract with LA Contracting Enterprise, LLC of Thibodaux, LA., for the Courthouse Memorial Park Project located at 15045 River Road, Hahnville, LA. in the amount of $777,469.01.

Sponsors: Mr. Cochran and General Government Buildings

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.

2019-0317

INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
(GENERAL GOVERNMENT BUILDINGS)

ORDINANCE NO. _____

An ordinance to approve and authorize the execution of a Contract with LA Contracting Enterprise, LLC of Thibodaux, LA., for the Courthouse Memorial Park Project located at 15045 River Road, Hahnville, LA. in the amount of $777,469.01.

WHEREAS, sealed bids were received by St. Charles Parish on September 24, 2019, for the Courthouse Memorial Park Project at 15045 River Road, Hahnville; and,

WHEREAS, Linfield, Hunter & Junius, Inc., the engineer for the project has reviewed the bids and recommended that the project be awarded to the low bidder, LA Contracting Enterprise, LLC, of Thibodaux, LA., in the amount of $777,469.01; and,

WHEREAS, the construction of this Memorial Park on the front lawn of the courthouse will be gratefully and respectfully dedicated to the men and women of St. Charles Parish who have valiantly served in the military, law enforcement, and as a first responder on behalf of the parish and the United States of America; and,

WHEREAS, each section of the park represents a branch of the United States Armed Forces as well as the dedicated First Responders and law enforcement. At the front of the park is an eternal flame that will be will be showcased as a memorial to those who lost their lives in service to our country; and,

WHEREAS, in addition to being the first memorial park of its kind in St. Charles Parish, the park will provide a peaceful place for residents who are veterans or serving on active duty military to reflect on their personal sacrifices as well as others who have paid the ultimate sacrifice in service for their country and community; and,

WHEREAS, the memorial park will provide a beautiful venue for our veterans to utilize when planning events to remember their fallen brothers and sisters on Veteran's Day, Memorial Day, and other military activities. The park can serve as a place of reflection and relaxation for parish employees working in the courthouse as well as a gathering place for residents who work in the area.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the bid of LA Contracting Enterprise, LLC of Thibodaux, LA. for the construction of the Courthouse Memorial Park Project is hereby approved and accepted in the amount of $777,469.01.

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

SECTION III. A final Notice of Contract shall be printed and filed in place of the contract documents with the St. Charles Parish Clerk of Court and in the records of the St. Charles Parish Council.

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 __LA Contracting Enterprise, LLC, hereinafter called the "Contractor", whose business address is _1645 St. Patrick Street Thibodaux, LA 70301, 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:

1.02 The above mentioned work shall be completed in strict accordance with Contract Documents prepared by: _Linfield, Hunter & Junius, 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 _August 1, 2019_, Addenda number(s) __5___, 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.

The Work is generally described as follows: A memorial plaza consisting of monuments recognizing the five armed services and the three branches of emergency responders. In addition, the site will consist of multiple raised planters, seating areas, sidewalks, drainage, water and fire features, along with strategic plantings with an irrigation system.

ARTICLE 2

ENGINEER

2.01 The Project has been designed by Linfield, Hunter & Junius, 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 249 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 preceding 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 and Zero dollars $1,000 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) ($ 777,469.01) Seven Hundred Seventy-Seven Thousand, Four Hundred Sixty-Nine Dollars and One Cent 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 1 to 5 inclusive)

h) Contract documents bearing the general title "Courthouse Memorial Park" dated Thursday, August 1, 2019.

i) Drawings, consisting of a cover sheet dated) August 1, 2019 and the sheets listed on Drawing Cover Sheet; each sheet bearing the following general title: St. Charles Memorial Park

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:_____

Title:_____

ATTEST:

By:_____

Title:_____

CONTRACTOR:

By:_____

Title:_____

ATTEST:

By:_____

Title:_____

END OF SECTION

Courthouse Memorial Park
Bid Tabulation
September 24, 2019 at 2:00 p.m.

Estimate: 500,000.00
Project No: CMPK0418

Bidder	Lic #	Bid Form Signature	Add. No. 1	Add. No. 2	Add. No. 3	Bid Bond w/ Power of Attorney	Base Bid	Alternate No. 1	Alternate No. 2	Alternate No. 3
Tina Construction, LLC	46529	✓	✓	✓	4&5	✓ No Resolution	957,000.00	157,000.00	82,000.00	197,000.00
Frickey Brothers	35819	✓	✓	✓	4&5	✓ Resolution	638,355.00	52,299.00	46,292.00	97,558.00
Ranj Construction	52880	✓	✓	✓	4&5	✓ Resolution	1,189,479.00	182,275.00	54,800.00	118,680.00
Command Const. Industries, LLC	48896	✓	✓	✓	4&5	✓ Resolution	920,000.00	70,000.00	50,000.00	60,000.00
La. Contracting Enterprise, LLC	34263	✓	✓	✓	4&5	✓ Resolution	635,869.00	41,000.00	30,600.00	70,000.01
LLJ Construction & Environmental, LLC	60059	✓	✓	✓	4&5	✓ Resolution	652,360.00	102,520.00	68,750.00	76,500.00