

2006-0030

INTRODUCED BY: ALBERT D. LAQUE, PARISH PRESIDENT

ORDINANCE NO. 06-1-26

An ordinance to approve and authorize the execution of an Agreement with Hy-Tech Roofing Services, Inc. for the replacement of the Parish Courthouse roof.

WHEREAS, sealed bids were received on December 20, 2005 for the Roof Repairs for the Parish Courthouse from Hurricane Katrina damage; and,

WHEREAS, it is recommended that the bid of Hy-Tech Roofing Services, Inc. in the amount of \$480,500.00 be accepted.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Agreement between the Parish of St. Charles and Hy-Tech Roofing Services, Inc. for the Roof Repairs for the Parish Courthouse in the amount of \$480,500.00 is hereby accepted.

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

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

- YEAS: MARINO, FAUCHEUX, HILAIRE, RAMCHANDRAN, WALLS, BLACK, DUHE, MINNICH
- NAYS: NONE
- ABSENT: FABRE

And the ordinance was declared adopted this 23rd day of January, 2006, to become effective five (5) days after publication in the Official Journal.

Hy-Tech Roofing - Courthouse roof

Acting CHAIRMAN: *April Blech*
 SECRETARY: *Barbara Sue Tucker*
 DLVD/PARISH PRESIDENT: *January 24, 2006*
 APPROVED: DISAPPROVED:

PARISH PRESIDENT: *Albert D. Laque*
 RETD/SECRETARY: *January 25, 2006*
 AT: *12:10 pm* RECD BY: *BOA*

AGREEMENT BETWEEN
ST. CHARLES PARISH
AND

HY-TECH ROOFING SERVICES, INC.

STATE OF LOUISIANA
PARISH OF ST. CHARLES
HAHNVILLE, LOUISIANA

AN AGREEMENT made and entered into this 10th day of February,
20 06, by and between:

ST. CHARLES PARISH, herein represented by Albert D. Laque, its President, duly authorized, hereinafter called "Owner", and Hy-Tech Roofing Services, Inc., a Louisiana Corporation organized and created under the laws of the State of Louisiana, herein represented by Lester J. Haydel, Jr., its President, duly authorized by a resolution of the Board of Directors of said corporation, adopted at a meeting held on September 30, 1988, a certified copy of which is annexed hereto for reference, hereinafter called "Contractor".

The said Contractor, has agreed, and does by these presents agree, for the consideration mentioned and contained herein, to furnish all labor and materials, tools, equipment, supplies, utilities, charged fees, permits and all other construction accessories and services required to build, construct and complete in a thorough and workmanlike manner: ROOF REPAIRS FOR PARISH COURTHOUSE, HAHNVILLE, LOUISIANA in strict accordance with the Contract Documents prepared by Murray/Architects, Inc. for St. Charles Parish.

The Owner will pay and the Contractor will accept in full consideration for the performance of the contract, the sum of Four Hundred Eighty Thousand Five Hundred (\$480,500.00) DOLLARS, which sum includes all taxes and represents the Base Bid plus Alternates N/A and subject to additions and deductions as provided in the Contract Documents.

The said Contract Documents, including by way of example and not of limitation, the ROOF REPAIRS FOR PARISH COURTHOUSE **DRAWINGS**, dated NOVEMBER 21, 2005 Addenda number One (1), dated December 15, 2005, **PROJECT MANUAL**, which includes the **SPECIFICATIONS**, dated NOVEMBER 21, 2005 the Notice of Bids, Instructions to Bidders, Contractor's Bid Proposal Form, General Conditions, Supplementary Conditions, and any Addenda thereto, which impose duties and obligations upon appearers herein. For these purposes, all of the provisions contained in the aforementioned Contract Documents are contained herein by reference with the same force and effect as though said Contract Documents were herein set out in full. An enumeration of the Contract Documents is as follows:

PROJECT INFORMATION

Notice of Bids 1

REQUIREMENTS OF CONTRACT

Instruction to Bidders	IB	1-11
Bid Proposal Form	BPF	1-3
Non-Collusion Affidavit	NCA	1
Bid Bond		1-2
General Conditions of the Contract for Construction	AIA	1-39
Supplementary Condition of the Contract for Construction	SC	1-17
Agreement Between St. Charles Parish		1-4
Performance Bond	PB	1-2
Labor and Materials Payment Bond	LMPB	1-2

DIVISION 1 - PROFESSIONAL AND CONSTRUCTION SERVICES AND EQUIPMENT

Section 01010	Summary of Work	1
Section 01019	Contract Considerations	1-2
Section 01039	Coordination and Meetings	1-5
Section 01152	Applications for Payment	1
Section 01200	Project Meetings	1-2
Section 01201	Preconstruction Conference	1
Section 01340	Submittals and Substitutions	1-3
Section 01400	Quality Control	1-2
Section 01500	Construction Facilities and Temporary Controls	1-3
Section 01600	Material and Equipment	1-2
Section 01700	Contract Closeout	1-

DIVISION 2 - SITEWORK

Section 02072	Minor Demolition for Reroofing Work	1-2
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DIVISION 3 - CONCRETE

Section 03521	Insulating Concrete Fill	1-2
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DIVISION 4 - MASONRY - Not Applicable

DIVISION 5 - METALS - Not Applicable

DIVISION 6 - CARPENTRY - Not Applicable

DIVISION 7 - MOISTURE PROTECTION

Section 07410	Preformed Metal Roofing	1-9
Section 07500	Modified Bitumen Roofing	1-10
Section 07620	Sheet Metal Flashing & Trim	1-3
Section 07900	Joint Sealers	1-3

DIVISION 8 - DOORS / GLASS / HARDWARE - Not Applicable

DIVISION 9 - FINISHES

Section 09900	Painting	1-5
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DIVISION 10 - SPECIALTIES - Not Applicable

DIVISION 11 - EQUIPMENT - Not Applicable

DIVISION 12 - FURNISHINGS - Not Applicable

DIVISION 13 - SPECIAL CONSTRUCTION - Not Applicable

DIVISION 14 - CONVEYING SYSTEM - Not Applicable

DIVISION 15 - MECHANICAL - Not Applicable

DIVISION 16 - ELECTRICAL - Not Applicable

Contractor agrees to complete fully all work included in this Agreement within ONE HUNDRED TWENTY (120) consecutive calendar days from the date of Notice to Proceed as issued by the Architect, subject to adjustments of the Contract Time as provided in the Contract Documents. Contractor shall be assessed Liquidated Damages, in the sum of One Hundred Dollars and 00/100 (\$100.00) for each consecutive calendar day which the Work is not complete beginning with the first day beyond the completion time stated above. Said sum shall in no event be construed to be a penalty; but only as damages fixed and agreed upon in advance.

Contractor agrees to do and perform each and every one of the obligations contained in and, in conformity with, the said Contract Documents.

In consideration of the faithful and complete performance by the Contractor of all and singular the obligations by Contractor herein assumed, the ST. CHARLES PARISH hereby agrees to pay unto the said Contractor, its successors, legal representatives and assigns, at the times and in the manner set forth in the specifications above referred to, the price for the work to be done under this contract, in accordance with the proposal of said Contractor, duly accepted by Owner.

Contractor by signing this contract consents and yields to the jurisdiction of the Twenty-ninth District Court for the Parish of St. Charles, Luling, Louisiana, and does formally waive any plea of lack of jurisdiction, on account of its residence elsewhere, in the event of a law suit filed under this contract or the bonds furnished for and on behalf of the Contractor at the time of the execution of this Agreement.

Contractor has separately furnished a performance bond and a labor and materials payment bond issued by Western Surety Company, this date to the Owner which bonds are furnished in accordance with the requirements of the Contract Documents and for recording in the Office of the Recorder of Mortgages in the Parish of St. Charles.

THIS AGREEMENT is entered into as of the date first written above and is executed in at least four originals.

WITNESSES:

ST. CHARLES PARISH

(Owner)

Timothy J. Nicol

By:

Albert D. Laque
Albert D. Laque, President

HY-TECH ROOFING SERVICES, INC.

(Contractor)

Vicky M. Cazot

By:

Lester J. Haydel, Jr.
Lester J. Haydel, Jr. President