

ORD

2017-0211

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

ORDINANCE NO. 17-7-6

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:

YEAS: HOGAN, WILSON, CLULEE, GIBBS, BELLOCK, FISHER-PERRIER
NAYS: NONE
ABSENT: BENEDETTO, WOODRUFF, FLETCHER

And the ordinance was declared adopted this 10th day of July, 2017, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Terrell D. Wilson
SECRETARY: [Signature]
DLVD/PARISH PRESIDENT: [Signature]
APPROVED: _____ DISAPPROVED: _____
PARISH PRESIDENT: [Signature]
RETD/SECRETARY: [Signature]
AT: [Signature] RECD BY: [Signature]

RECORDED IN THE ST. CHARLES PARISH
OFFICE
ON August 28, 2017
AS ENTERED IN THE
IN MO. RECORDS REFERENCE BOOK
NO 1732 PAGE 134

AMENDED

By 19-2-4

SECTION 00500

CONTRACT

This agreement entered into this 14th day of July, 2017, by Fleming Construction Company, L.L.C., hereinafter called the "Contractor", whose business address is 23 E. Airline Drive, and the St. Charles Parish, hereinafter called the "Owner". Kenner, LA 70062

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 abovementioned work shall be completed in strict accordance with Contract Documents prepared by: Civil and Environmental Consulting Engineers.
- 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 January 19, 2017, Addenda number(s) 1 & 2, 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: a "new" waterline to replace the existing cast iron system from approximately Courthouse Lane to Fashion Plantation Blvd., along LA 18 in Hahnville, LA.

ARTICLE 2

ENGINEER

- 2.01 The Project has been designed by Civil and Environmental Consulting Engineers 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 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:

- Four Hundred Seventy-Three Thousand Eight Hundred
- a) (\$473,888.00) Eighty-Eight Dollars and No Cents 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)

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: Parish President
Title: [Signature]

CONTRACTOR: Fleming Construction Company, L.L.C.

By: Jana Fleming Katz
Title: Member

ATTEST:

By: [Signature]
Title: Council Secretary

ATTEST:

By: Lydia Miller
Title: Human Resources

END OF SECTION

2019-0010

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

ORDINANCE NO. 19-2-4

An ordinance to approve and authorize the execution of Change Order No. 1 and Final for the LA 18 Cast Iron Water Main Replacement, Phase II (Project No. WWKS 89) to increase the contract time by 8 calendar days and to decrease the contract amount by \$33,743.44.

WHEREAS, Ordinance No. 17-7-6 adopted July 10, 2017, by the St. Charles Parish Council, approved and authorized the execution of a contract with Fleming Construction Co., LLC for the LA 18 Cast Iron Water Main Replacement, Phase II (Project No. WWKS 89) in the amount of \$473,888.00; and,

WHEREAS, it is now necessary to increase the contract time by 8 calendar days and to decrease the contract amount by \$33,743.44.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Change Order No. One (1) and Final for the LA 18 Cast Iron Water Main Replacement, Phase II (Project No. WWKS 89) to increase the contract time by 8 calendar days and to decrease the contract amount by \$33,743.44 is hereby approved and accepted.

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

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

YEAS: BENEDETTO, HOGAN, WILSON, CLULEE, GIBBS, BELLOCK, FISHER-PERRIER

NAYS: NONE

ABSENT: WOODRUFF, FLETCHER

And the ordinance was declared adopted this 4th day of February, 2019, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____

SECRETARY: Michelle Spontato

DLVD/PARISH PRESIDENT: February 5, 2019

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: February 11, 2019

AT: 10:15am RECD BY: _____

RECORDED IN THE ST. CHARLES PARISH
CLERK OF COURT OFFICE

ON February 11, 2019

AS ENTRY NO. 438572

IN MORTGAGE/CONVEYANCE BOOK

NO. 1797 FOLIO 527

AMENDED

17-7-6

SECTION 00806

CHANGE ORDER

No. 1 (FINAL)

DATE OF ISSUANCE 9/19/18

EFFECTIVE DATE 2/1/19

OWNER St. Charles Parish Department of Waterworks

CONTRACTOR Fleming Construction Co., LLC

Contract: LA 18 Cast Iron Water Main Replacement, Phase II

Project: LA 18 Cast Iron Water Main Replacement, Phase II

OWNER's Contract No. WWKS 89

ENGINEER's Contract No. N/A

ENGINEER Civil & Environmental Consulting Engineers

You are directed to make the following changes in the Contract Documents:

Description:

1. Delete the Following Work Items:

- a. Contract Item #10: 8" 22.2 Deg Ell
Delete item in its entirety. (-\$2,200.00)
- b. Contract Item #19: Allowance for Relocation of Infrastructure
Delete item in its entirety. (-\$55,000.00)

Total of Deducted Items = (-\$57,200.00)

2. Add the Following Work Items:

- a. Off-Set Drain Conflict Box @ Sta. 137+75 (see letter dated 10/31/17 from Fleming) \$5,153.70
- b. Exploratory Excavation Near Oak Tree Cluster \$2,000.00

Total of Added Work Items = (+\$7,153.70)

3. Revise the Following Work Item Quantities:

- a. Contract Item #5: Fire Hydrants And Valves (includes testing & removal of existing hydrants)-\$16,400.00
The final quantity is to be changed to 7 Each (Deducted 4 Each)
- b. Contract Item #6: Connection To Existing 8" Line +\$8,000.00
The final quantity is to be changed to 5 Each (Added 2 Each)
- c. Contract Item #7: Connection To Existing 6" Line -\$5,000.00
The final quantity is to be changed to 1 Each (Deducted 1 Each)
- d. Contract Item #8: Connection To Existing 4" Line +\$2,800.00
The final quantity is to be changed to 2 Each (Added 1 Each)
- e. Contract Item #9: 8" 45 Deg Ell +\$2,420.00
The final quantity is to be changed to 21 Each (Added 11 Each)
- f. Contract Item #12: 6" Valves +\$730.00
The final quantity is to be changed to 4 Each (Added 1 Each)
- g. Contract Item #13: 8" Waterline (Complete) Includes All Boring, Fittings Beyond Amount Specified, Trenching, Casing, HDD, -\$1,551.00
The final quantity is to be changed to 4,117 Linear Feet (Deducted 33 Linear Feet)
- h. Contract Item #14: 4" X 4' Wide Concrete Sidewalks With Joints And Bedding -\$7,307.20
The final quantity is to be changed to 771.65 Linear Feet (Deducted 228.35 Linear Feet)
- i. Contract Item #15: Limestone Driveways (12" Thick) -\$357.00
The final quantity is to be changed to 1,115 Square Feet (Deducted 105 Square Feet)
- j. Contract Item #16: Wooden Sheeting/Bracing (Both Sides) -\$3,780.00
The final quantity is to be changed to 300 Linear Feet (Deducted 700 Linear Feet)
- k. Contract Item #17: Asphalt Roadway Or Driveway Patching (Including Stone Base) +\$34,166.66
The final quantity is to be changed to 2,953.03 Square Feet (Added 1,553.03 Square Feet)
- l. Contract Item #18: Concrete Driveway Patching +\$2,581.40
The final quantity is to be changed to 1929.07 Square Feet (Added 129.07 Square Feet)

Total of Revised Items = +\$16,302.86

Reason for Change Order: List a reason for each Line Item listed above.

1. Deleted Work Items
 - a. Used 45 Deg Ell instead of 22.2 Deg Ell.
 - b. Relocation of infrastructure was not necessary.
2. Add Work Items
 - a. Offset catch basin drain box, see letter dated 10/31/17 from Fleming.
 - b. Exploratory excavation was necessary to complete the project and avoid damage to oak tree root cluster.
3. Revise Work Item Quantities
 - a. Upon completion of the work final quantities have been verified with the engineer and the contractor, resulting in adjustments of the previously estimated quantities.
4. Contract Time
 - a. The contractor completed the work 8 days behind schedule. Three days are approved (1 due to a freezing weather conditions and 2 due to additional work). In lieu of the 5 days of liquidated damages (\$2,500.00) St. Charles Parish accepts the offer to extend the one (1) year warranty period to three (3) years for a portion of the project as shown in the attached letter from Fleming dated 8/10/18 in the last bullet item.

Attachments: Fleming Construction Co., Inc. Change Order Request 0002-Revised dated 10/31/17
 Fleming Construction Co., Inc. letter dated 8/10/18

CHANGE IN CONTRACT PRICE:	
Original Contract Price	\$ <u>473,888.00</u>
Net Increase (Decrease) from previous Change Orders No. ___ to ___:	\$ <u>N/A</u>
Contract Price prior to this Change Order:	\$ <u>473,888.00</u>
Net increase (decrease) of this Change Order:	\$ <u>(33,743.44)</u>
Contract Price with all approved Change Orders:	\$ <u>440,144.56</u>

CHANGE IN CONTRACT TIMES:	
Original Contract Times:	Substantial Completion: <u>February 22, 2018</u> Ready for final payment: <u>45 days after lien period</u> (days or dates)
Net change from previous Change Orders No. ___ to No. ___:	Substantial Completion: <u>N/A</u> Ready for final payment: <u>N/A</u> (days)
Contract Times prior to this Change Order:	Substantial Completion: <u>February 22, 2018</u> Ready for final payment: <u>45 days after lien period</u> (days or dates)
Net increase (decrease) this Change Order:	Substantial Completion: <u>8 days</u> Ready for final payment: <u>8 days</u> (days)
Contract Times with all approved Change Orders:	Substantial Completion: <u>March 2, 2018</u> Ready for final payment: <u>45 days after lien period</u> (days or dates)

RECOMMENDED:
 By: [Signature]
 ENGINEER (Authorized Signature)
 Date: 9/25/2018

APPROVED:
 By: [Signature]
 OWNER (Authorized Signature)
 Date: 2/11/19

ACCEPTED:
 By: [Signature]
 CONTRACTOR (Authorized Signature)
 Date: 9/21/2018



FLEMING CONSTRUCTION CO., L.L.C.

PAVING & PIPE CONTRACTORS SINCE 1953 LOUISIANA LICENSE NO. 935

October 31, 2017

Mr. Danny Hebert
 Civil & Environmental Consulting Engineers
 One American Place
 13919 River Road, Suite 310
 Luling, LA 70070
 Change Order Request: 002-Revised

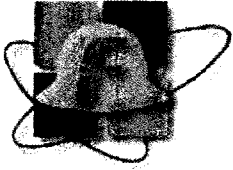
Re: LA 18 Cast Iron Water Main Replacement, Phase II WWKS 89

Subject: Offset CB Drain Conflict @ Sta. 137+75

Dear Mr. Hebert,

Below is our cost breakdown for the referenced scope of work:

Labor:	Rate				Tax & Ins.			
1 -Foreman	40.00		+		20.00	=	60.00	60.00
1 Operator	25.00		+		12.50	=	37.50	37.50
3 -Laborers	16.00		+		8.00	=	24.00	72.00
								169.50
	169.50	x		10 Hrs Per Day				1 Days = 1,695.00
								Subtotal Labor 1,695.00
Equipment:								
1 Hyundai Excavator	52.16	x		10 Hrs.		=		521.60
1 Service Truck	20.00	x		10 Hrs.		=		200.00
1 Tandem Dump Truck	55.00	x		8 Hrs.		=		440.00
1 Foreman Truck	15.00	x		10 Hrs.		=		150.00
								Subtotal Equipment 1,311.60
								Subtotal Labor & Equipment 3,006.60
Material:								
Pump Sand	6.05	x		10 CY				60.50
12" Steel Pipe x .375	43.13	x		6 LF				258.78
8" 45 DI Bends	185.57			4 EA				742.28
Casing Spacers	19.46	x		4 EA				77.84
Casing End Seals	55.00	x		2 EA				110.00
4000# Concrete	112.00	x		0.3 CY				33.60
								1,283.00
					10.00% Tax			128.30
								Subtotal Material 1,411.30
Subcontractor:								-
								Subtotal Subcontractor -
								Total Labor & Equipment 3,006.60
								Total Materials 1,411.30
								Total Subcontractor -
								1% Bond 44.18
								Overhead (10%) 446.21
								Profit (5%) 245.41
								Total C/O 002-Revised 5,153.70
								Additional Days Requested 2.00



FLEMING CONSTRUCTION CO., L.L.C.

PAVING & PIPE CONTRACTORS SINCE 1953 LOUISIANA LICENSE NO. 935

August 10, 2018

Via Email: rbrou@scpwater.org

Mr. Robert Brou, Director
St. Charles Parish Department of Waterworks
P.O. Box 108
Luling, LA 70070

Re: Side Ditch Restoration & Asphalt Patching Along LA 18 Between Sanders & Lee Lane
LA 18 Cast Iron Water Main Replacement, Phase II WWKS 89

Dear Mr. Brou:

Fleming Construction Co., LLC offers the following to restore the existing ditch bank between Sanders and Lee Lane, to preconstruction condition and restore the edge of the failing asphalt paving in this area as previously identified:

- Fleming will rework the roadside ditch bank to include installing additional clay embankment material to reinforce the sloped edge of the embankment next to the roadway on LA 18 to eliminate any erosion of the ditch bank and restore the ditch inverts to preconstruction elevations between Sanders and Lee Lane across from the fire station.
- Fleming will install the necessary ground vegetation to prohibit any erosion of the newly placed clay embankment within the restored ditch bank location as previously identified.
- Fleming will install the necessary full depth asphalt patches in the areas where there were previous asphalt pavement failures along the roadway edge within the location of the ditch erosion.
- Fleming will install a permanent asphalt patch at the location of the newly installed cross drain on LA 18 at Sta. 131+62+/-.
- In consideration to not have liquidated damages assessed on this project, Fleming will offer St. Charles Parish an extended warranty to maintain the new full depth asphalt patching along the roadway edge at the locations previously identified along the ditch erosion between Sanders and Lee Lane for an additional **two (2)** years from the required one (1) year warranty period for a total of **three (3)** years from the date of acceptance..

Please contact us if you should have any questions or need any further information.

Sincerely,
Fleming Construction Co., L.L.C.

Howell Williams
Project Manager

Cc: Mr. Danny Hebert, Civil & Environmental Consulting Engineers, via email: dhebert@hebertengineering.com

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www.flemco.net