

2013-0196

**INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)**

ORDINANCE NO. _____

An ordinance to amend the Code of Ordinances by revising Chapter 21, Article I, adding Section 21-1 (g) regarding the installation of culverts in subdivisions containing open swale drainage that have pre-engineered designs for subsurface culverts.

WHEREAS, numerous residents of subdivisions that were designed for subsurface culverts but now have open swale/ditch drainage systems have expressed a desire to have their ditches closed in with subsurface culverts; and,

WHEREAS, in order to respond to these requests and still maintain the integrity of the overall drainage systems, it is necessary that the Parish establish procedures for said installations; and,

WHEREAS, the establishment of a pilot program is needed in order to determine what procedures are required to properly install these culverts.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Code of Ordinances, Chapter 21, Article I, Section 21-1 (g) added to read as follows:

- (g) Establish a pilot program to determine the proper procedures required to install subsurface drainage in open swale ditches. The pilot program will end on March 30, 2017.
 - (1) The pilot program will be limited to the following subdivisions that contain open swale drainage and currently have stamped engineering designs to install subsurface culverts: Fashion I, River Wood, and Primrose Estates.
 - (2) A Fee of \$250.00 will be charged for each lot in the request and paid by the property owner. All fees collected will be credited to the Department of Public Works. Said fees shall be adjusted on June 1, 2014 and each year thereafter in an amount equal to the Consumer Price Index, applicable to the New Orleans – Baton Rouge Area, as published by the United States Department of Labor, Bureau of Labor Statistics. Said adjustment shall be equal to the net percentage change in the CPI for the prior calendar year and rounded up to the nearest dollar.
 - (3) This work is being done at the request of the property owners and does not necessarily mean that it is being done to address a drainage problem but to make the subdivision more aesthetically pleasing and improve the property values.
 - (4) The property owner(s) shall petition the Department of Public Works to request that subsurface drainage be allowed in the pilot subdivision. Said petition shall include a copy of the Subdivision Restrictions to ensure that subsurface drainage is allowed in the subdivision per the restrictions, and a copy of the original engineered drainage plan for the subdivision. It shall be unlawful to allow for the installation of culverts in any subdivision in violation of the respective subdivision restrictions.
 - (5) The property owners will be responsible for all cost associated with installing the culverts including, but not limited to, installation plan, materials, driveway replacements required, special connection boxes, relocating conflicting utilities, inspections, and construction labor. The installation plan includes, but is not limited to, verifying and depicting the sizing of culverts, determining invert elevations, inspection requirements, and all necessary drawings and documents stamped by a Louisiana Professional Engineer. Approval of the installation plan by the Public Works Department is required prior to construction.
 - (6) Cleanout boxes shall be required for every forty (40) feet of culverts. Where it is deemed to be in the best interest of the parish drainage system, the director of public works may allow a deviation of this footage requirement.
 - (7) All culverts shall be either concrete or smooth bore plastic pipe A200 (or equivalent) designed for drainage.

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

And the ordinance was declared adopted this _____ day of _____, 2013, 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: _____

2013-0197

**INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(DEPARTMENT OF PARKS AND RECREATION)**

ORDINANCE NO. _____

An ordinance to adopt the St. Charles Parish Department of Parks and Recreation Master Plan.

WHEREAS, the Council entered into a contract with WRT, LLC consulting firm (Ord. 09-10-11) to lead the Parish in the development of a Parks and Recreation Master Plan; and,

WHEREAS, on June 20, 2011, the Parish Council adopted the St. Charles Parish 2030 Comprehensive Plan (Ord. 11-6-11) which contains a Parks and Recreation Element that called for the adoption of a Parks and Recreation Master Plan; and,

WHEREAS, a citizen-based steering committee guided the Plan development and helped form policy ideas; and,

WHEREAS, the public was engaged throughout the development of the Plan; and,

WHEREAS, as part of the Comprehensive Land Use Plan outreach, the public participated in three major workshops where recreation was discussed: Visioning Sessions (August 18 – October 12, 2009); Shape the Future (March 15-16, 2010); and, Open Houses (November 8-10, 2010) and (September 25-26, 2012) presentations to community groups; and,

WHEREAS, the Public Information Office provided ongoing updates through the parish website, social media sites, television broadcasts, on-line survey and produced an informational video about the Steering Committee and process; and,

WHEREAS, the Plan contains six (6) elements: Introduction, Inventory and Assessment, Parks and Recreation Department, Needs Assessment, Planning for the 2030 Parks and Recreation System, Implementation; and,

WHEREAS, the Plan contains a Future Park needs which graphically represents the Parish's potential park land use and growth pattern into the future; and,

WHEREAS, an Implementation Action Plan is included in the Plan to assist the Parish in prioritizing projects and to implement the policies of the Plan; and,

WHEREAS, the Plan incorporates the public input received throughout the entire planning process; and,

WHEREAS, the Plan was made available to the public on August 1, 2012, and, the public was afforded the opportunity to comment and provide feedback; and,

WHEREAS, the Parks and Recreation Master Plan Committee approved the plan to be introduced for council adoption.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. The St. Charles Parish Parks and Recreation Master Plan, dated December 4, 2012 is adopted.

SECTION II. A final document shall be printed and filed with the St. Charles Parish Clerk of Courts 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 _____, 2013, 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: _____

2013-0198

**INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(DEPT. OF HOMELAND SECURITY & EMERGENCY PREPAREDNESS)**

ORDINANCE NO. _____

An ordinance to approve and authorize the execution of the design/build agreement between Gulf Equipment Corp. and St. Charles Parish to design, fabricate and construct a 250 foot self-supported communications tower with associated foundation, cable ice bridge structure, ground ring, and lighting system.

WHEREAS, the Parish intends to have a complete and operational communications tower located at 15026 River Road, Hahnville, LA; and,

WHEREAS, it is the desire of the Parish to engage a qualified company to construct said tower; and,

WHEREAS, the Parish conducted a Request For Proposals (RFP); and,

WHEREAS, the results of the RFP evaluation yielded Gulf Equipment Corp. scoring the highest of all respondents; and,

WHEREAS, the Parish desires to engage Gulf Equipment Corp. to construct a 250 foot self-supported communications tower, necessary foundation and lighting structures for the contract amount of \$766,530.00; and,

WHEREAS, the full cost of the St Charles Parish Emergency Operations Center communications tower will be financed through the Port Security Grant Program; and,

WHEREAS, it is the desire of the Parish and Gulf Equipment Corp. to enter into agreement for said design/build services.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Contract between Gulf Equipment Corp. and Parish in the amount of \$766,530.00 is hereby approved and accepted.

SECTION II. That the Parish President is hereby authorized to execute said Agreement on behalf of St. Charles Parish, to take necessary action to complete project, and to act on behalf of St. Charles Parish in all matters pertaining.

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

And the ordinance was declared adopted this _____ day of _____, 2013, 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: _____

EJCDC
STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND DESIGN/BUILDER
ON THE BASIS OF A STIPULATED PRICE

THIS AGREEMENT is by and between St. Charles Parish (Owner)

and Gulf Equipment Corp. (Design/Builder).

Owner and Design/Builder, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

1.01. Design/Builder shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

- **Design, fabrication, and construction of a 250 foot self supported tower with the associated foundation**
- **Design, fabrication, and construction of a cable ice bridge structure.**
- **Design and install a ground ring around the tower**
- **Installation of tower lighting system**

ARTICLE 2 - THE PROJECT

2.01. The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

**St. Charles Parish Emergency Operations Center Communications Tower Project
FEMA PSGP 2010-PU-TO-L035, Project 46**

ARTICLE 3 - CONTRACT TIMES

3.01. Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.02. Dates for Substantial Completion and Final Payment

A. The Work will be substantially completed on or before 5 Calendar Months from date of Notice to Proceed, and completed and ready for final payment in accordance with paragraph 13.08 of the General Conditions on or before 5 Calendar Months from the date of Notice to Proceed.

3.03. Liquidated Damages

A. Design/Builder and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in paragraph 3.02.A above, plus any extensions thereof allowed in accordance with paragraph 11.02 of the General Conditions. The parties also recognize the delays, expenses and difficulties involved in proving the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Design/Builder agree that as liquidated damages for delay (but not as a penalty), Design/Builder shall pay Owner \$1000 for each day that expires after the time specified in paragraph 3.02.A for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Design/Builder shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.02.A for completion and readiness for final payment or any proper extension thereof granted by Owner, Design/Builder shall pay Owner \$1000 for each day that expires after the time specified in paragraph 3.02.A for completion and readiness for final payment.

ARTICLE 4 - CONTRACT PRICE

4.01. Owner shall pay Design/Builder for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs 4.01.A Below:

A. For all Work other than Unit Price Work, a Lump Sum of:

Seven Hundred Sixty-Six Thousand Five Hundred and Thirty Dollars	(\$766,530.00)
(use words)	(figure)

ARTICLE 5 - PAYMENT PROCEDURES

5.01. Design/Builder shall submit and Owner will process Applications for Payment in accordance with Article 13 of the General Conditions.

A. *Progress Payments; Retainage.* Owner shall make progress payments on account of the Contract Price on the basis of Design/Builder's Applications for Payment which are to be submitted on or about the 25 day of each month during performance of the Work as provided in paragraphs 5.01.A.1 and A.2 below. All such payments will be based on the Schedule of Values established in paragraph 2.06.A.3 of the General Conditions.

Item	Description	Amount
1	Contract Execution	25%
2	Tower Erection	50%
3	Final Signoff/As Build Documentation	25%

ARTICLE 6 - INTEREST

6.01. All moneys not paid when due as provided in Article 13 of the General Conditions shall bear interest at the rate of 0 percent per annum.

ARTICLE 7 - DESIGN/BUILDER'S REPRESENTATIONS

7.01. To induce Owner to enter into this Agreement, Design/Builder makes the following representations:

A. Design/Builder has examined and carefully studied the Contract Documents (including the Addenda) listed in paragraphs 8.01.A through J and the other related data identified in the Request for Proposals but excluding the documents described in paragraph 8.01.K.

B. Design/Builder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Design/Builder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Design/Builder has carefully studied all: (1) reports of explorations and tests of subsurface conditions (if any) at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site which have been identified or made available by Owner and (2) reports and drawings of Hazardous Environmental Conditions (if any) at the Site which have been identified or made available by Owner.

E. Design/Builder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

F. Design/Builder has correlated the information known to Design/Builder, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

G. Design/Builder has given Owner written notice of all conflicts, errors, ambiguities or discrepancies that Design/Builder has discovered in the Contract Documents and the written resolution thereof by Owner is acceptable to Design/Builder.

H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 8 - CONTRACT DOCUMENTS

8.01. The Contract Documents consist of the following:

- A. 00710 This Agreement (pages 1 to 6, inclusive);
- B. Performance Bond (pages _____ to _____, inclusive);
- C. Payment Bond (pages _____ to _____, inclusive);
- E. 00700 Standard General Conditions of the Contract Between Owner and Design/Builder (pages 1 to 28, inclusive);
- F. 00800 Supplementary Conditions (pages 1 to 10, inclusive);
- G. 00000 Conceptual Documents and Request for Proposals;
- H. 00900 Compliance Provisions for Federally Assisted Construction Contracts and Subcontracts
- I. 00910 Wage Decisions

- J. Design/Builder's Proposal;
- K. Addenda numbers 1 through 2 inclusive;
- L. The following, which may be delivered, prepared, or issued after the Effective Date of this Agreement and are not attached hereto:
 - 1. Notice to Proceed;
 - 2. All Work Change Directives, and Change Orders amending, modifying or supplementing the Contract Documents pursuant to paragraph 3.04.A of the General Conditions;
 - 3. Specifications as defined in Paragraph 1.01.A.40 of the General Conditions and required by the Request for Proposal; and
 - 4. Drawings as defined in Paragraph 1.01.A.18 of the General Conditions and required by the Request for Proposal.

8.02. The documents listed in paragraph 8.01 above are attached to this Agreement (except as expressly noted otherwise above).

8.03. There are no Contract Documents other than those listed above in this Article 8.

8.04. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.04 of the General Conditions.

ARTICLE 9 - MISCELLANEOUS

9.01. The Standard General Conditions of the Contract Between Owner and Design/Builder are referred to herein as the General Conditions.

9.02. Terms used in this Agreement will have the meanings indicated in the General Conditions.

9.03. 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.

9.04. Owner and Design/Builder each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

9.05. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Design/Builder, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, Owner and Design/Builder have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Design/Builder. All portions of the Contract Documents have been signed, initialed or identified by Owner and Design/Builder.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER:

DESIGN/BUILDER:

By: _____

By: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest: _____

Attest: _____

Address for giving notices:

Address for giving notices:

Engineer License No. or Certificate No.: _____
(Where applicable)

State: _____

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Contractor License No.:: _____
(Where applicable)

State: _____

(If Design/Builder is a corporation, attach evidence of authority to sign.)

Designated Representative:

Designated Representative:

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Phone: _____

Phone: _____

Facsimile: _____

Facsimile: _____