SECTION 00500

CONTRACT

		Fleming	Construction	Co.,	L.L.C.
This agreement entered into this	day of, 2	0, by		•	
hereinafter called the "Contractor".	, whose business address is	23 E.Airline	Dr., and the		
St. Charles Parish, hereinafter called	d the "Owner".	Kenner, La /	0062		

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: <u>Evans-Graves Engineers, Inc.</u>
- 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 October 2015, Addenda number(s) 1, 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: furnishing and installing two (2)-30" fresh water hydraulic pumps, drive units, and fuel tank on platforms in the intake of the Sunset Drainage Pumping Station, with associated piping. The drive unit platform will be an elevated structure with structural steel on a concrete slab. The pump discharge will be under an existing roadway, over an existing levee, and over the discharge basin wall of the Sunset Pump Station. Other associated work involves excavation and backfill, hydroseeding, installing riprap, and removing an existing damaged timber bulkhead.

ARTICLE 2

ENGINEER

2.01 The Project has been designed by <u>Evans-Graves Engineers</u>. <u>Inc.</u> 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

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 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 amount to be paid to the Contractor by the Owner for completion of all work Owner will pay and the Contractor will accept in full consideration for the completion of all Work is:

a) (\$862,735.00) five dollars & 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)

- 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 1 inclusive)
 h) Contract documents bearing the general title "Sunset Pump Station Improvements (St.
- h) Contract documents bearing the general title "Sunset Pump Station Improvements (St Charles Parish Project P130601)" dated October 2015.
- i) Drawings, consisting of a cover sheet dated October 2015 and the sheets listed on Drawing one (1); each sheet bearing the following general title: "Sunset Pump Station Improvements (St. Charles Parish Project P130601)"
- 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	CONTRACTOR:
Ву:	By: fina Txal
Title:	Title: Member
ATTEST:	ATTEST:
By:	By: Typhia Millon
Title:	Lydig Miller Title: Human Resources

END OF SECTION



John A. Graves, P.E., P.L.S.,
C. J. Roth, P.E., L.S.J.
Gerald G. Menard, P.E.
Max O. Usrey, III. P.E., P.L.S.
P. Stephen Lundgren, Jr., P.E.
Jack Carr Morgan, P.E., P.L.S.
L.R. "Eric" Erikson, P.E.,
Anthony S. Brocato, Sr.
Ashlyn A. Graves
Lee Z. Walker

Phillip Grasso, P.E. Keith M., Meyer, P.E. Robert A. Rowlette, Jr. COL (Ret), P.E. Robert H. Brooks, III. P.L.S. Lisa Bourgeols, P.E. Lisa R. Frugé, P.E. Brett D. Blanchard, P.E., L.S.I. Kevin D. Norman, R.L.A.

November 17, 2015

St. Charles Parish Dept. of Public Works/Wastewater 100 River Oaks Road

Destrehan, LA 70047

Attn: Mr. Johnny Thompson, Project Manager

Re.: Sunset Pump Station Improvements

SCP Project No. P130601 E-G Project No. 2013-21-720

Bids Received November 16, 2015

Dear Johnny -

Per your request, we have reviewed the bids received by St. Charles Parish (SCP) for Project No. P130601 on November 16, 2015. Attached for your record is a copy of the Bid Tabulation summary sheet and detailed Unit Price Bid tabulations. Nine (9) bids were received as shown on the attached forms. The apparent low bidder for Base Bid Work is Fleming Construction Company, LLC, LA License Number 935. A summary of bid prices is as follows:

Bidder	Base Bid	Notes
Fleming Construction Company, LLC	\$862,735.00	
DQSI, LLC	\$923,907.36	See Note 1
BLD Services, LLC	\$969,000.00	
Circle, LLC	\$1,114,492.00	See Note 2
Industrial & Mechanical Contractors, Inc.	\$1,195,350.00	
Larry Doiron, LLC	\$1,222,000.00	
Cycle Construction Company, LLC	\$1,398,555.00	
Sealevel Construction, Inc.	\$3,914,200.00	See Note 3
Global Industrial Contractors, LLC		Scc Note 4

- (1) There are several Round-off corrections in the Bid of DQSI, LLC which yields a different Total Base Bid price herein than on their Bid Form.
- (2) The Bid Form of Circle, LLC contained a Unit Price of \$490.00 for Item No. 4 but an extension amount of \$98,000.00. Applying a Quantity of "1" to Item No. 4, the correct extension amount is \$490.00.
- (3) The Bid of Sealevel Construction, Inc. contained a Unit Price of \$2,000.00 for Item No. 8 but the extension amount was also \$2,000. Applying a Quantity of "1,500" to Item No. 8, the correct extension amount is \$3,000,000.00.
- (4) The Bid Form of Global Industrial Contractors, LLC left "blank" the unit price and extension for Item Nos. 4 and 5; and is therefore rejected.

We have reviewed the apparent low bid of Fleming Construction Company, LLC, and we have determined it to be a responsive bid from a Louisiana Licensed Contractor.

We understand that the Parish's construction budget for this project is currently in excess of \$1,035,000.00. As such, we recommend that a Notice of Award be issued to Fleming Construction Company, LLC (LA License Number 935) for a construction contract for the Base Bid work.

Although the bid submitted by Fleming Construction Company, LLC appears to be a responsive bid, we recommend that you evaluate the bids with your legal counsel in order to make a final determination.

Sincerely -

EVANS-GRAVES ENGINEERS, INC.

P. Stephen Lundgren, Jr., P.E. Deputy Chief Engineer

Attachments: Bid tabulation summary (2 pages)

Detailed Unit Price Bid tabulations (1 page)



PROJECT TITLE: Sunset Pump Station Improvements

SCP PROJECT NO: P130601

EVANS-GRAVES ENGINEERS, INC.

DATE & TIME: November 16, 2015, Monday at 10:00 AM

ENGINEER'S ESTIMATE: \$1,035,000.00

				Required	at Time of E	Required at Time of Bld Operring		Requir	Required within 10 days from Apparent Low Bidder	lys from					Notes
BIDDER	ADDRESS incl EMALL ADDRESS	LICENSE	LICENSE NUMBER ON ENVELOPE	ADDENDUM #1 ACKNOWLEDGE	ACKNOWLEDOE	BID FORM 00300	BID BOND 00410 CORPORATE RES. 00486	ATTESTATION CLAUSE 00470	E- VERIFY 87400 TIVAGITTA	08400 STIVAGI33	BASE	ALTERNATE 1	ALTERNATE 2	ALTERNATE 3 H Annicable	NOTES
M. R. Pittman Group, LLC					7		_			1		none	adou	9000	
Fleming Construction Co.			935	>	2	>	7				862,735.9	Į	1	1	
Sealevel Construction, Inc.			33678	>	2	7	7			_	916,200.00	1	1	1	
Circle, LLC		100	2074	>	2	>	>				1,212,002.00	1	1	1	
Giobal Industrial Contractors, LLC			96005	>		>	7				1,107,265.00	}	1		
Boh Bros. Construction Co.,LLC					5										
Cycle Construction Co., LLC			176%	>		>	>				1,348,555.00			Ξ	
imc, Inc.			18592	7		7	7				1,195,350.	1)	1	
Archer Western	et.				5										
Command Construction, LLC															
Durr Heavy Construction, LLC					7										
DQSI,UC		4	47091	7	5	7	7				22.10P.22	1		1	
		-													
					7						(0	<		d Opening Record	-10-19-1
												1	3/79/10	St. Charles Parish Page 2	les Parish Page 2



PROJECT TITLE: Sunset Pump Station Improvements

SCP PROJECT NO: P130601

EVANS-GRAVES ENGINEERS, INC.

DATE & TIME: November 16, 2015, Monday at 10:00 AM

ENGINEER'S ESTIMATE: \$1,035,000.00

Notes	NOTES						Γ				10-19-15
2.60	ALTERNATE 3	none	none	none							Bid Opening Record-10-19-15 St. Charles Parish
	ALTERNATE 2 If Applicable	none	none	none							iii
	ALTERNATE 1 If Applicable	none	попе	none							
	BASE BID	969,000,00		1,222,000.2							de
ys from der	08400 STIVACITE			2							0
Required within 10 days from Apparent Low Bidder	E- VERIFY AFFIDAVIT 00476			7							1
Required v Appare	ATTESTATION CLAUSE 00470			7							
	CORPORATE RES. 00485	7		7							
	BID BOND 00410	7		7							
Required at Time of Bid Opening	BID FORM 00300	7		7							
ert Time or	ASCHARMLEDGE ACCHARGE TO THE PROPERTY OF THE P	/	5/	5	2	5	7	2	7		
Required	ACKNOWLEDGE 1	7		7							
	LICENSE NUMBER ON ENVELOPE	77134		14525	,						
	LICENSE	46722	48909	35591							
	ADDRESS Incl EMAIL ADDRESS	2424 Tyler St., Kenner, LA 70062, Thomas Behan; thomasb@bldllc.net	6 Meyers Rd, Covington, LA 70435, David Gottfried; dgottfried@gottfried-us.com	P. O. Box 1600, Morgan City, LA 70381, Rickie Taylor; w.r.tay@hotmall.com							
	BIDDER	BLD Services, LLC	Gottfried Contracting, LLC	Larry Dolron, LLC				\$			



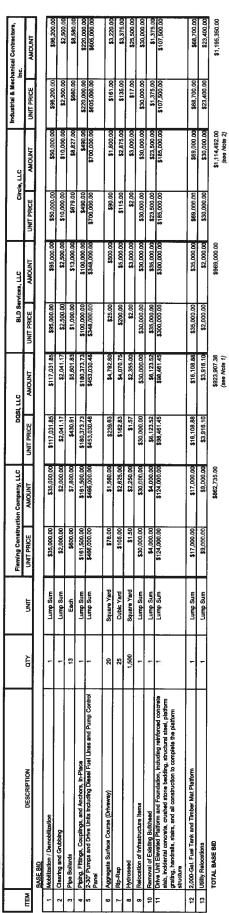
PROJECT TITLE: Sunset Pump Station Improvements

PROJECT NO: P130601

DATE & TIME: November 16, 2015, Monday at 10:00 AM

EVANS-GRAVES ENGINEERS, INC.

ENGINEER'S ESTIMATE \$1,035,000.00



				Lamy Do	Larry Doiron, LLC	Cycle Construction	Cycle Construction Company, LLC	Sealevel Con	Sealevel Construction, Inc.	Global Industria	Global Industrial Contractors, LLC	Engineer	Engineer's Estimate
TEM	DESCRIPTION	ατγ	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
	BASE BID												
-	Mobilization / Demobilization	14	Lump Sum	\$50,000.00	\$50,000.00	\$160,000.00	\$160,000.00	\$10,000.00	\$10,000.00	\$33,000.00	\$33,000.00	\$50.000.00	\$50,000,00
2	Clearing and Grubbing	3.	Lump Sum	\$15,000.00	\$15,000.00	\$580.00	\$580.00	\$2,000.00	\$2,000.00	\$4,000.00	\$4,000.00		\$2,000.00
9	Pipe Bollards	13	Each	\$650.00	\$8,450.00	\$1,000.00	\$13,000.00	\$400.00	\$5,200.00	\$450.00	\$5,850.00		\$3,250.00
4	Piping, Fittings, Couplings, and Anchors, In-Place	1	ung dum;	\$210,000.00	\$210,000.00	\$312,000.00	\$312,000.00	\$90,000.00	\$90,000,00	(blank)		\$132,000.00	\$132,000.00
so.	2-30" Pumps and Drive Units including Diesel Fuel Lines and Pump Control Panel	F	uns dun	\$711,300.00	\$711,300.00	\$642,000.00	\$642,000.00	\$600,000.00	\$600,000.00	(blank)		\$730,000.00	\$730,000,00
ဖ	Aggregate Surface Course (Driveway)	20	Square Yard	\$250.00	\$5,000.00	\$65.00	\$1,300.00	\$150.00	\$3,000.00	\$52.00	\$1,040.00	\$35.00	\$700.00
7	Rip-Rap	25	Cubic Yard	\$250.00	\$6,250.00	\$197.00	\$4,925.00	\$100.00	\$2,500.00	\$203.00	\$5,075.00		\$8,750.00
80	Hydroseed	1,500	Square Yard	00.42	\$6,000.00	\$1.00	\$1,500.00	\$2,000.00	\$3,000,000.00	\$1.00	\$1,500.00	\$4.50	\$6,750.00
6	Relocation of Infrastructure Items	1	Lump Sum	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,0	\$30,000.00
10	Removal of Existing Bulkhaad	1	Lump Sum	\$15,000.00	\$15,000.00	\$2,250.00	\$2,250.00	\$10,000.00	\$10,000.00	\$9,000.00	\$9.000.00		\$5.000.00
Ŧ	Orive Unit Elevated Ptatform and Foundation, including reinforced concrete stab. Incidential concrete, crushed stone bedding, structural steel, platform grating, handralis, stairs, and all construction to complete the platform structure.	+	Lump Sum	\$110,000.00	\$110,000.00	\$146,000.00	\$146,000.00	\$132,000.00	\$132,000.00	\$104,000.00	\$104,000.00		\$45,000.00
12	2,000-Gal. Fuel Tank and Timber Mat Platform	1	Lump Sum	\$40,000.00	\$40,000.00	\$60,000.00	\$60,000.00	\$24,000.00	\$24,000.00	\$36,000.00	\$36,000.00	\$14,000.00	\$14,000.00
13	Utility Relocations	1	Lump Sum	\$15,000.00	\$15,000.00	\$25,000.00	\$25,000.00	\$5,500.00	\$5,500.00	\$8,800,00	\$8,800.00		\$7,500.00
	TOTAL BASE BID				\$1,222,000.00		\$1,398,555.00		\$3,914,200.00				\$1,034,850.00
	MOTES								(see Note 3)		(see Note 4)		

NOTES

amount is \$3,000,000.00. 1 There are serveral Round-off corrections in the Bid of DGSI, LLC which yields a different Total Base Bid price herein than on thet Bid Form.

2 The Bid Form of Cheel, Lic Contelend a Unif Price of \$20,000 for frem her. As the are submission amount of \$88,000.00. Applying a Chamitry of 1" to frem the. 4, the commod extension amount is \$490.00.

3 The Bid Form of Construction, the contention of \$2,000 do for frem her. As the aretension and the aretension and the aretension and the aretension as also \$2,000. Applying a Chamitry of "1,500" to frem the. 8, the commod extension is 4. The Bid Form of Stobal Indistrial Contractors, LIC left Them? The will price and attention for frem the form of Stobal Indistrial Contractors, LIC left Them? The will price and attention for frem the first of the second indistrial Contractors, LIC left Them? The Bid Toma of Stobal Indistrial Contractors, LIC left Them? The Bid Toma of Stobal Indistrial Contractors, LIC left Them? The Bid Toma of Stobal Indistrial Contractors, LIC left Them? The Bid Toma of Stobal Indistrial Contractors.



ST. CHARLES PARISH

DEPARTMENT OF PUBLIC WORKS

100 RIVER OAKS DRIVE • DESTREHAN, LOUISIANA 70047 (985) 783-5102 • (985) 783-5104 • FAX (985) 725-2250 Website: www.stcharlesparish-la.gov

SAM SCHOLLE DIRECTOR

December 3, 2015

TO:

Tiffany K. Clark Council Secretary

FROM:

Sam C. Scholle

Director of Public Works/Wastewater

SUBJECT:

Sunset Pump Station Improvements

St. Charles Parish Project No. P130601

Construction Contract

Please introduce an Ordinance for the above referenced subject at the next Council Meeting, which is Monday, December 14, 2015. Thank you for your usual cooperation.

SCS:jgl

Attachments