

Doc

2008-0073

**INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(CHIEF ADMINISTRATIVE OFFICER)**

ORDINANCE NO. 08-5-3

An ordinance to approve and authorize the execution of a contract with Lamar Contractors, Inc. for the construction of the East Regional Library at 160 West Campus Drive in Destrehan.

WHEREAS, sealed bids were received on December 20, 2007 for the construction of the East Regional Library at 160 West Campus Drive in Destrehan; and,

WHEREAS, the bids were reviewed by Chenevert Architects, LLC and the apparent low bidder, Lamar Contractors, Inc was found to be within budget, including the three alternates, and,

WHEREAS, said bids were reviewed by the Director of Legal Services and it is his recommendation that the bid of Lamar Contractors, Inc. be deemed as the lowest responsible bid, and,

WHEREAS, it is the desire of the Parish Council to concur with said recommendation.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the contract with Lamar Contractors, Inc for the East Regional Library in the amount of \$8,416,500.00 is hereby approved and accepted

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

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

YEAS: AUTHEMENT, TASTET, BENEDETTO, COCHRAN, LAMBERT

NAYS: SCHEXNAYDRE, RAYMOND, HOGAN, NUSS

ABSENT: NONE

And the ordinance was declared adopted this 5th day of May, 2008, to become effective five (5) days after publication in the Official Journal.

Contract - East Regional Library

CHAIRMAN *[Signature]*
SECRETARY *[Signature]*
DLVD/PARISH PRESIDENT May 6, 2008
APPROVED DISAPPROVED

PARISH PRESIDENT *[Signature]*
RETD/SECRETARY May 8, 2008
AT 8:20 am RECD BY *[Signature]*



AIA® Document A101™ – 1997

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a STIPULATED SUM

AGREEMENT made as of the 30th day of June in the year of Two Thousand Eight
(In words, indicate day, month and year)

BETWEEN the Owner:
(Name, address and other information)

St. Charles Parish
P.O. Box 302
15045 River Road
Hahnville, LA 70057
Telephone Number: (985) 783-5000
Fax Number: (985) 783-1216

and the Contractor:
(Name, address and other information)

Lamar Contractors, Inc.
481 Sugarland Parkway
Luling, LA 70070
Telephone Number: (985) 785-7121
Fax Number: (985) 785-7124

The Project is:
(Name and location)

St Charles Parish East Regional Library
160 West Campus Drive
Destrehan, LA 70047

The Architect is:
(Name, address and other information)

Chenevert Architects LLC
232 Third Street, Suite 100
Baton Rouge, LA 70801
Telephone Number: (225) 334-9907
Fax Number: (225) 334-9908

The Owner and Contractor agree as follows.

The contractor is to construct the facility for the owner. The work consists of the following:

1. As indicated on the Drawings and specified herein, the approximately 39,655 square foot two story building will be clad in Portland cement plaster, brick, and glass storefront on new steel framed structure with concrete slab and composite second floor deck. Mechanical, electrical (power and lighting), plumbing, and telephone/data utilities, including connections, are included.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201-1997, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

This document has been approved and endorsed by The Associated General Contractors of America.

2. The site work consist of concrete paving for new driveways, parking areas and sidewalks, with earthwork, landscaping, lawns and grasses, site drainage, and site utilities included. Also included in the scope is the construction of a new boulevard leading from River Road to the site as indicated on the Drawings and specified herein. Boulevard work includes earthwork, paving, drainage, landscaping, lawns and grasses and utilities

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 8.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Paragraph deleted)

The commencement date will be fixed in a formal "Notice to Proceed" to be issued at a later date.

If, prior to the commencement of the Work, the Owner requires time to file mortgages, mechanic's liens and other security interests, the Owner's time requirement shall be as follows:

The specified commencement and completion dates will be established in a formal "Notice to Proceed" to be issued at a later date.

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than 425 days from the date of commencement, or as follows:

(Paragraph deleted)

Date of Substantial Completion will be established in a formal "Notice to Proceed."

(Paragraphs & rows deleted)

, subject to adjustments of this Contract Time as provided in the Contract Documents.

The Contractor agrees that the Owner may retain the sum in the amount One Thousand Dollars (\$1,000 00) for each calendar day after the construction time, Sundays and holidays included, the work remains incomplete. This amount is hereby agreed upon as the proper measure of liquidated damages which the Owner will sustain after the stipulated time, and shall not be construed in any sense as a penalty

If the Contractor does not complete the "Punch List" work during the thirty (30) day lien period, the Owners will incur additional expense. The expense, including but not limited to the additional services of the Architect required, possible legal cost, will also be paid out of the balance owned the first Contractor. Therefore the total additional cost which may be involved in obtaining a second Contractor to complete the first Contractor's work will be paid for

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out of the remaining Punch List balance due the original Contractor. Any monies left over after all of these expenses are paid will then be paid to the first Contractor.

The Contractor hereby also agrees to pay as Liquidated Damages the sum of One Thousand dollars (\$1,000.00) for each consecutive calendar day which the "Punch List" work is not complete beginning with the thirtieth (30th) day beyond the agreed upon date of Substantial Completion, and shall not be construed in any sense as a penalty

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Eight Million Four Hundred Sixteen Thousand Five Hundred Dollars and Zero Cents (\$ 8,416,500.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner
(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires)

Base bid	\$7,873,000.00
Alt #1 - Provide in faux slate shingles in lieu of asphalt shingles on all pitched roofs	\$ 350,000 00
Alt #2 - Price to construct porte-cochere and connecting canopy at the front entry and described in the drawings	\$ 175,500 00
Alt #3 - Modify Landscape scope of work as indicated	\$ 18,000.00
Total:	\$8,416,500 00

§ 4.3 Unit prices, if any, are as follows:

Description	Units	Price (\$ 0.00)
n/a		

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows.

A. As described in Articles 9.2, 9.3, and 9.4 of the Supplementary General Conditions.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Twenty-fifth day of a month, the Owner shall make payment to the Contractor not later than the Tenth day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than Fifteen (15) days after the Architect receives the Application for Payment.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

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- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Five percent (5.00%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7 3.8 of AIA Document A201-1997,
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Five percent (5.00%);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-1997.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances.

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201-1997 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9 10.3 of AIA Document A201-1997.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1 6 2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

| As described in Article 9 of the Supplementary General Conditions

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when.

- .1 The Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2 2 of AIA Document A201-1997, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 A clear Lien Certificate from the St Charles Parish Clerk of Courts Office has been submitted to the Architect; and
- .3 A final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows

| As described in Article 9 of the Supplementary General Conditions

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ARTICLE 6 TERMINATION OR SUSPENSION

§ 6.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-1997.

§ 6.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-1997.

ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 Where reference is made in this Agreement to a provision of AIA Document A201-1997 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents

§ 7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

| Six percent (6.00%) per annum

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

§ 7.3 The Owner's representative is:
(Name, address and other information)

| Ms. Mary desBordes
P O. Box 949
Luling, LA 70070

§ 7.4 The Contractor's representative is:
(Name, address and other information)

| Chris Twiner
481 Sugarland Parkway
Luling, LA 70070
Telephone Number: (985) 785-7121
Fax Number: (985) 785-7124

§ 7.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party

§ 7.6 Other provisions:

| n/a

ARTICLE 8 ENUMERATION OF CONTRACT DOCUMENTS

| § 8.1 The Contract Documents, except for Modifications issued after execution of this Agreement are enumerated as follows:

§ 8.1.1 The Agreement is this executed 1997 edition of the Standard Form of Agreement Between Owner and Contractor, AIA Document A101-1997.

§ 8.1.2 The General Conditions are the 1997 edition of the General Conditions of the Contract for Construction, AIA Document A201-1997

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§ 8.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated October 18, 2007, and are as follows

Document	Title	Pages
	Project Specifications	As listed below

§ 8.1.4 The Specifications are those contained in the Project Manual dated as in Section 8.1.3, and are as follows: (Either list the Specifications here or refer to an exhibit attached to this Agreement.)

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02732	Jacked, Bored, or Directional Drilled Pipe	1/2
02734	Submersible Grinder Lift Station	1/8
02780	Unit Pavers	1/4
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06160	Sheathing	1/4
06402	Interior Architectural Woodwork	1/8

Division 7 – Thermal and Moisture Protection

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07300	Faux Slate Roofing	1/6
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08311	Access Doors & Frames	1/4
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08411	Aluminum-Framed Entrances, Storefronts and Curtain Walls	1/9
08460	Automatic Sliding Doors	1/7
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09650	Cork Flooring	1/4
09651	Resilient Floor Tile	1/5
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09681	Sheet Carpeting	1/4
09700	Stained Concrete Flooring	1/2
09912	Interior Painting	1/4
09931	Weed Stains & Transparent Finishes	1/5
09960	High Performance Ceilings	1/6

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10200	Louvers and Vents	1/6
10265	Impact-Resistant Wall Protection	1/4
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10520	Fire-Protection Specialties	1/5
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Division 11 - Equipment

11132	Projection Screens	1/3
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16050	Telecommunication Systems	1/9
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§ 8.1.5 The Drawings are as follows, and are dated October 18, 2007 unless a different date is shown below:
(Either list the Drawings here or refer to an exhibit attached to this Agreement)

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C3.3	FORCE MAIN PLAN
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C4.2	WATER & SEWER DETAILS
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A3.1.2	SECOND FLOOR FLOOR PATTERN PLAN
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S3.4	SECTIONS & DETAILS
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M2.3	DETAILS & PLUMBING RISERS
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Int.

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§ 8.1.6 The Addenda, if any, are as follows:

Number	Date	Pages
1	12/5/2007	63
2	12/13/2007	35
3	12/17/2007	13

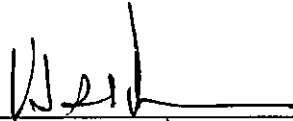
Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 8.

§ 8.1.7 Other documents, if any, forming part of the Contract Documents are as follows:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-1997 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

n/a

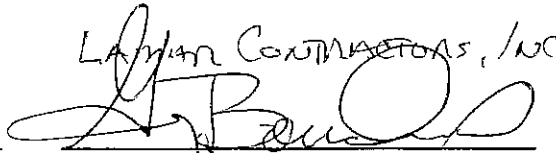
This Agreement is entered into as of the day and year first written above and is executed in at least three original copies, of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.



OWNER (Signature)

Mr. Y.J. St. Pierre, Parish President

Y.J. ST. PIERRE
(Printed name and title)



CONTRACTOR (Signature)

Mr. Gary Boudreaux, Vice-President of
Operations

GARY BOUDREAUX
(Printed name and title)

Witness: Bartina J. Jucker

Arcene Clema

Witness: Steve Lague

Sandra H. Miguez

Init.

Additions and Deletions Report for AIA[®] Document A101[™] – 1997

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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PAGE 1

AGREEMENT made as of the _____ day of _____ in the year of Two Thousand Eight

...

St. Charles Parish
P.O. Box 302
15045 River Road
Hahnville, LA 70057
Telephone Number: (985) 783-5000
Fax Number: (985) 783-1216

...

Lamar Contractors, Inc.
481 Sugarland Parkway
Luling, LA 70070
Telephone Number: (985) 785-7121
Fax Number: (985) 785-7124

...

St. Charles Parish East Regional Library
160 West Campus Drive
Destrehan, LA 70047

...

Chenevert Architects LLC
232 Third Street, Suite 100
Baton Rouge, LA 70801
Telephone Number: (225) 334-9907
Fax Number: (225) 334-9908

...

The contractor is to construct the facility for the owner. The work consists of the following:

1. As indicated on the Drawings and specified herein, the approximately 39,655 square foot two story building will be clad in Portland cement plaster, brick, and glass storefront on new steel framed structure with concrete slab and composite second floor deck. Mechanical, electrical (power and lighting), plumbing, and telephone/data utilities, including connections, are included.
2. The site work consist of concrete paving for new driveways, parking areas and sidewalks, with earthwork, landscaping, lawns and grasses, site drainage, and site utilities included. Also included in the scope is the construction of a new boulevard leading from River Road to the site as indicated on the Drawings and specified herein. Boulevard work includes earthwork, paving, drainage, landscaping, lawns and grasses and utilities.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

...

The commencement date will be fixed in a formal "Notice to Proceed" to be issued at a later date.

...

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User Notes. (2444011476)

The specified commencement and completion dates will be established in a formal "Notice to Proceed" to be issued at a later date.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than 425 days from the date of commencement, or as follows

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. Unless stated elsewhere in the Contract Documents, insert any requirements for earlier Substantial Completion of certain portions of the Work.)

Date of Substantial Completion will be established in a formal "Notice to Proceed."

Portion of Work

Substantial Completion Date

(Insert provisions, if any, for liquidated damages relating to failure to complete on time or for bonus payments for early completion of the Work.)

, subject to adjustments of this Contract Time as provided in the Contract Documents

The Contractor agrees that the Owner may retain the sum in the amount One Thousand Dollars (\$1,000.00) for each calendar day after the construction time, Sundays and holidays included, the work remains incomplete. This amount is hereby agreed upon as the proper measure of liquidated damages which the Owner will sustain after the stipulated time, and shall not be construed in any sense as a penalty.

If the Contractor does not complete the "Punch List" work during the thirty (30) day lien period, the Owners will incur additional expense. The expense, including but not limited to the additional services of the Architect required, possible legal cost, will also be paid out of the balance owned the first Contractor. Therefore the total additional cost which may be involved in obtaining a second Contractor to complete the first Contractor's work will be paid for out of the remaining Punch List balance due the original Contractor. Any monies left over after all of these expenses are paid will then be paid to the first Contractor.

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The Contractor hereby also agrees to pay as Liquidated Damages the sum of One Thousand dollars (\$1,000.00) for each consecutive calendar day which the "Punch List" work is not complete beginning with the thirtieth (30th) day beyond the agreed upon date of Substantial Completion, and shall not be construed in any sense as a penalty.

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Eight Million Four Hundred Sixteen Thousand Five Hundred Dollars and Zero Cents (\$ 8,416,500.00), subject to additions and deductions as provided in the Contract Documents

<u>Base bid</u>	<u>\$7,873,000.00</u>
<u>Alt #1 - Provide in faux slate shingles in lieu of asphalt shingles on all pitched roofs</u>	<u>\$ 350,000.00</u>
<u>Alt #2 - Price to construct porte-cochere and connecting canopy at the front entry and described in the drawings</u>	<u>\$ 175,500.00</u>
<u>Alt #3 - Modify Landscape scope of work as indicated</u>	<u>\$ 18,000.00</u>
<u>Total:</u>	<u>\$8,416,500.00</u>

n/a

...

A. As described in Articles 9.2, 9.3, and 9.4 of the Supplementary General Conditions.

..

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Twenty-fifth day of a month, the Owner shall make payment to the Contractor not later than the Tenth day of the following month. If an

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Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than ~~(—)Fifteen (15)~~ days after the Architect receives the Application for Payment.

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- 1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ~~(—)Five percent (5.00%)~~. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.8 of AIA Document A201-1997,
- 2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ~~(—)Five percent (5.00%)~~,

As described in Article 9 of the Supplementary General Conditions

- 1 ~~the~~ The Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-1997, and to satisfy other requirements, if any, which extend beyond final payment;
- 2 A clear Lien Certificate from the St. Charles Parish Clerk of Courts Office has been submitted to the Architect, and
- ~~2~~ a.3 A final Certificate for Payment has been issued by the Architect

As described in Article 9 of the Supplementary General Conditions

PAGE 5

~~(—)Six percent (6.00%) per annum~~

Ms. Mary desBordes
P.O. Box 949
Luling, LA 70070

Chris Twiner
481 Sugarland Parkway
Luling, LA 70070
Telephone Number (985) 785-7121
Fax Number (985) 785-7124

n/a

§ 8.1 The Contract Documents, except for Modifications issued after execution of this ~~Agreement~~, Agreement are enumerated as follows:

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§ 8.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated October 18, 2007, and are as follows:

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User Notes:

(2444011476)

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--------------	-----------------	------------

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