

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

October 3, 2013

TO:

Tiffany K. Clark Council Secretary

FROM:

Sam C. Scholle

Director of Public Works/Wastewater

SUBJECT:

Coronado Park Area Drainage Improvements

and Pump Station No. 1

St. Charles Parish Project No. P990604-3

Please introduce an Ordinance for the above referenced subject at the next Council Meeting, which is Monday, October 7, 2013. Thank you for your usual cooperation.

SCS:jgl

Attachments



Rennan J Duffour St. Charles Parish Department of Public Works/Wastewater 100 River Oaks Drive Destrehan, La 70047

Mr. Duffour,

We have completed our review of the bids and have found no irregularities. We hereby recommend that St. Charles Parish award the project to the lowest responsible bidder, SeaLevel Construction, for a Base Bid amount of 946,144.00.

Attached is the completed bid tabulation.

Sincerely,

Mira K. Para, PE Project Manager

encl. jpb/MKP

SECTION 00500

AGREEMENT

and be	AGREEMENT is effective as of the day of in the year 20 <u>13</u> by tween the Parish of St. Charles, called the OWNER, and <u>Sealevel Construction</u> , Inc. hereinafter the CONTRACTOR.
OWNI follow	ER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as s:
ARTIC	CLE 1. WORK
	RACTOR shall complete all Work as specified or indicated in the Contract Documents for the above t. The Work is generally described as follows:
	The Contract Work generally comprises of the replacement of PS No.1 (DW10E), construction of storm drainage improvements, and all associated site and electrical work, complete in place as specified and indicated on the Contract Drawings.
ARTIC	CLE 2. ENGINEER
will as	roject has been designed by <u>Buchart Horn, Inc.</u> who is hereinafter called ENGINEER and who sume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the act Documents in connection with completion of the Work in accordance with the Contract Documents.
ARTIC	CLE 3. CONTRACT TIME
3.1	The Contractor shall complete all of the Work under the Contract within <u>180</u> calendar days from the date of the Notice to Proceed.
3.2	Liquidated Damages - OWNER and CONTRACTOR recognize that the OWNER will suffer direct financial loss if Work is not completed within the Contract times specified in Paragraph 3.1 above plus any extensions thereof allowed in accordance with Article 12 of the General Conditions, 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 as liquidated damages for delay (but not as a penalty) the amount of FIVE HUNDRED AND 00/100 DOLLARS (\$500.00) for each calendar day that

expires after the Contract Time specified in Paragraph 3.1 for final completion and ready for final acceptance until the Work is completed. These amounts represent a reasonable estimate of OWNER's expenses for extended delays and for inspection, engineering services and administrative costs associated with such delay. 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 4. CONTRACT PRICE

CONTRACT PRICE: The amount to be paid to the Contractor by the Owner for completion of all work hereunder is: (\$946,144.00) Nine hundred forty-six thousand one hundred forty-four 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 by both parties.

ARTICLE 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

- 5.1 Progress payments. OWNER shall make progress payments which exceed \$5,000 on account of the Contract price on the basis of CONTRACTOR's Applications for Payment, as recommended by ENGINEER, on or about the thirtieth (30th) day following receipt by the OWNER. Applications for Payments less than \$5,000 shall be accumulated until the next payment period or until final payment.
 - Progress payments will be based upon estimated quantities of completed 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 on the last day of each month or other mutually agreed regular monthly date ending the progress payment period.
- 5.2 Retainage. Retainage shall be withheld and payments will be made by the OWNER in the payment amount of: 1) ninety percent (90%) of the approved payment applications for projects with contract prices of less than \$500,000; or 2) ninety-five percent (95%) of the approved payment applications for the projects with contract prices of \$500,000 or greater.
- 5.3 Final Acceptance and 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 14.12 of the General Conditions, upon the OWNER's certificate of final acceptance.
 - Final acceptance of the Work, based upon the certificate of final acceptance, shall be by resolution of the Council of the Parish of St. Charles.

When substantial completion is granted by the Owner, the Certificate of Substantial Completion is

then transmitted to the Contractor for filing with the recorder of mortgages of the Parish of St. Charles. This begins the not less than forty-five (45) day lien period as prescribed for Public Works by Louisiana Revised Statutes 38:2242.

At the expiration of the lien period it is the CONTRACTOR's responsibility to 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.

ARTICLE 6. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

- 6.1 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.
- 6.2 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.
- 6.3 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 6.2 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, including specifically the provisions of Paragraph 4.2 of the General Conditions. 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 7. CONTRACT DOCUMENTS

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:

7.1 Agreement

00500 rev2

7.2	Construction Performance and Payment Bond and Insurance Certificates
7.3	Advertisement for Bids
7.4	CONTRACTOR's Bid Form
7.5	Addenda (Numbers to inclusive)
7.6	Contract documents bearing the general title "Coronado Park Area Drainage Improvements and Pump Station No. 1 " datedNovember 26, 2012
7.7	Drawings, consisting of a cover sheet dated November 26, 2012 and the sheets listed on Drawing G-101, Title Sheet; each sheet bearing the following general title: "Coronado Park Area Drainage Improvements and Pump Station No. 1
7.8	General Conditions
7.9	General Conditions, pages 00700-1 through 00700-31 and Section 00800, Supplementary Conditions, pages 00800-1 through 00800-25, and Second Supplementary Conditions have been adopted by the St. Charles Parish Council as a Standard General Conditions and Supplementary Conditions for Construction Contracts. Those General Conditions and Supplementary Conditions are to be referred to in the agreement and contract as "GEN COND, CONST - 7/98 filed in MOB 682. Folio 230 filed

There are no Contract Documents other than those listed above in this Article 7. The Contract may only be amended, modified or supplemented as provided for in the General Conditions.

ARTICLE 8. MISCELLANEOUS

with the St. Charles Parish Clerk of Court."

- 8.1 General Conditions, pages 00700-1 through 00700-31 and Section 00800, Supplementary Conditions, pages 00800-1 through 00800-25, and Second Supplementary Conditions have been adopted by the St. Charles Parish Council as a Standard General Conditions and Supplementary Conditions for Construction Contracts. Those General Conditions and Supplementary Conditions are to be referred to in the agreement and contract as "GEN.COND, CONST 7/98 filed in MOB 682, Folio 230 filed with the St. Charles Parish Clerk of Court."
- 8.2 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.
- 8.3 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.
- 8.4 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.

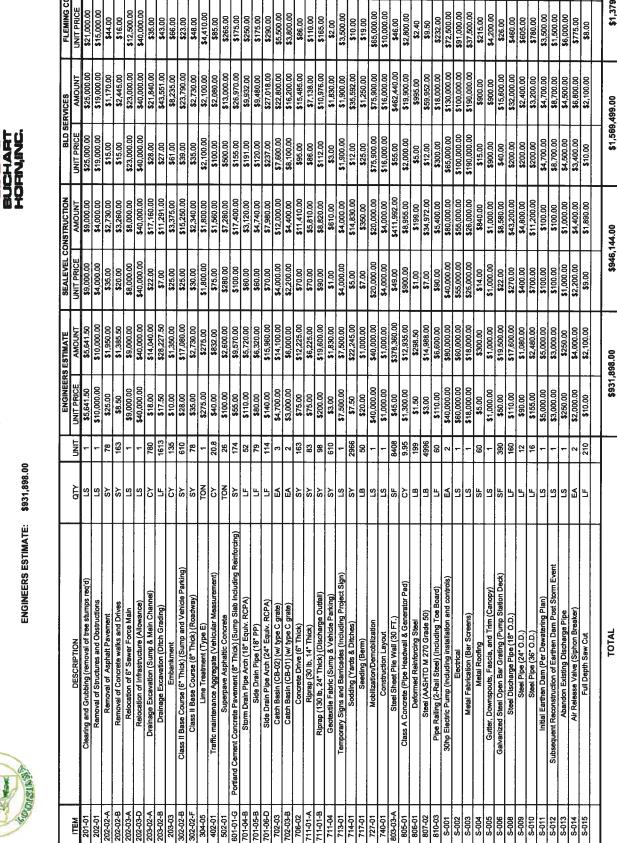
IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement effective as of the date first written above. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

OWNER: Parish of St. Charles	CONTRACTOR: Sealevel Construction, Inc.
Ву	By Richard J. Roth
Title	Title President
Attest	Attest All Richard J. Roth, Secretary

END OF SECTION

DATE & TIME: TUESDAY, OCTOBER 1, 2013 10:00 AM





803-03-A

740-01

805-01 806-01 807-02

\$-001 \$-002 \$-002 \$-003 \$-005 \$-006 \$-008 \$-008 \$-010 \$-011 \$-011

S-014 S-015

\$14,030.00 \$3,744.00 \$4,410.00

302-02-F 302-02-B 203-02-B

203-03

304-05

402-01

\$13,825.00

\$1,379,831.60

\$1,569,499.00

\$946,144.00

PROJECT TITLE: CORONADO PARK AREA PUMP STATION NO. 1

PROJECT NO: P990604

DATE & TIME: TUESDAY, OCTOBER 1, 2013 10:00 AM

ALT 1



ENGINEERS SIGNATURE & SEAL CERTIFIED AS CORRECT:

				ENGINEER'S	ENGINEER'S ESTIMATE	SEALEVEL CO	SEALEVEL CONSTRUCTION	3S CTB	BLD SERVICES	FLEMING CO	FLEMING CONSTRUCTION
ITEM	DESCRIPTION	ATY UNIT	F	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	1	UNIT PRICE	AMOUNT
S-007	Galvanized Steel Solid Top Bar Grating (Pump Station Deck)	SF	132	\$50.00	\$6,600.00	\$23.00	\$3,036.00	\$40.00	\$5,280.00	\$56.00	\$7,392.00
S-008	Steel Discharge Pipe (18" O.D.)	LF	80	\$110.00	\$8,800.00	\$235.00	\$18,800.00	\$400.00	\$32,000.00	\$435.00	\$34,800.00
	TOTAL			\$15,400.00	00.00	\$21,8	\$21,836.00	\$37,2	\$37,280.00	\$42,1	\$42,192.00

PROJECT TITLE: CORONADO PARK AREA PUMP STATION NO. 1

PROJECT NO: P990604

DATE & TIME: TUESDAY, OCTOBER 1, 2013 10:00 AM

ALT 2



ENGINEERS SIGNATURE & SEAL CERTIFIED AS CORRECT:

\$21,185.00	\$21,1	\$16,093.00	\$16,0	12,898.00	\$12,8	\$19,088.00	\$19,0			TOTAL	
\$7,000.00	\$1,000.00	\$4,900.00	\$700.00	\$4,900.00	\$700.00	\$8,050.00	\$1,150.00	7	Æ	Impact Bollard	S-016
\$1,900.00	\$1,900.00	\$2,400.00	\$2,400.00	\$1,600.00	\$1,600.00	\$2,000.00	\$2,000.00	1	EA	Double Gate for Chain Link Fence (6-foot height)	705-08-C
\$630.00	\$630.00	\$1,800.00	\$1,800.00	\$700.00	\$700.00	\$750.00	\$750.00	-	EA	Single Gate for Chain Link Fence (6-foot height)	705-07-C
\$11,655.00	\$45.00	\$6,993.00	\$27.00	\$5,698.00	\$22.00	\$8,288.00	\$32.00	259	5	Chain Link Fence (6-foot height)	705-06-C
AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	ĘNS	ΩŢ	DESCRIPTION	ITEM
FLEMING CONSTRUCTION	FLEMING CO	BLD SERVICES	BLD SE	SEALEVEL CONSTRUCTION	SEALEVEL C	ENGINEER'S ESTIMATE	ENGINEER	Г	Г		

PROJECT TITLE: CORONADO PARK AREA PUMP STATION NO. 1

PROJECT NO: P990604

DATE & TIME: TUESDAY, OCTOBER 1, 2013 10:00 AM

Alt 3



ENGINEERS SIGNATURE & SEAL CERTIFIED AS CORRECT:

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			_	ENGINEER ESTIMATE	ESTIMATE	SEALEVEL CO	SEALEVEL CONSTRUCTION	BLD SE	BLD SERVICES	FLEMING CO	FLEMING CONSTRUCTION
ITEM	DESCRIPTION	αту	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
807-02	Steel (AASHTO M 270 Grade 50)	LB	6207	\$3.00	\$18,621.00	\$7.00	\$43,449.00	\$6.00	\$37,242.00	\$6.50	\$40,345.50
S-002	Electrical	EA	1	\$3,000.00	\$3,000.00	\$2,800.00	\$2,800.00	\$3,000.00	00'000'8\$	\$3,200.00	\$3,200.00
S-004	Metal Roofing	SF	415	\$5.00	\$2,075.00	\$12.00	\$4,980.00	\$16.00	\$6,640.00	\$53.00	\$21,995.00
S-005	Gutter, Downspouts, Fascia, and Trim (Canopy)	S	1	\$7,500.00	\$7,500.00	\$7,200.00	\$7,200.00	\$900.00	\$900.00	\$8,500.00	\$8,500.00
	TOTAL			\$31,196.00	96.00	\$58,4	\$58,429.00	\$47,7	\$47,782.00	\$74,0	\$74,040.50