

Ordinance

2016-0077

INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT

ORDINANCE NO. 16-3-3

An ordinance to approve and authorize the execution of a Construction Contract with Dynamic Constructors, LLC, for Project No. P151101, St. Charles West Regional Library Renovation in the amount of \$1,797,000.00.

WHEREAS, sealed bids were received by St. Charles Parish on January 14, 2016 for Project No. P151101, St. Charles West Regional Library Renovation; and,

WHEREAS, Plus One Design Construction, David Pickens, the Consulting Architect, has reviewed the bids and recommended that the Contract be awarded to the lowest responsive bidder, Dynamic Constructors, LLC, in the amount of \$1,797,000.00; and,

WHEREAS, St. Charles West Regional Library Renovation is intended to bring the building's wiring, plumbing and accessibility to current code; replace the roof and update the heating and cooling system; better utilize space vacated by the administrative staff who were moved to the East Regional Library in 2010; make general improvements such as improved lighting and access to the planetarium; and better meet the community's ever growing demands for study space and technology.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Construction Contract with Dynamic Constructors, LLC, for the construction of Project No. P151101, St. Charles West Regional Library Renovation is hereby approved and accepted.

SECTION II. That the Parish President is hereby authorized to execute said Construction Contract 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, WOODRUFF, BELLOCK, FLETCHER, FISHER-PERRIER

NAYS: NONE

ABSENT: NONE

And the ordinance was declared adopted this 7th day of March, 2016, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Wendy Benedetto
SECRETARY: Jeffrey K. Clark vb
DLVD/PARISH PRESIDENT: 3/9/16
APPROVED: [Signature] DISAPPROVED:

PARISH PRESIDENT: [Signature]
RETD/SECRETARY: 3/9/16
AT: 2:50 pm RECD BY: JKC vb

RECORDED IN THE ST. CHARLES PARISH CLERK OF COURT OFFICE
ON April 5, 2016
AS ENTRY NO. 413793
IN MORTGAGE/CONVEYANCE BOOK
NO. 1661 FOLIO 106

REFERENCE
ORD. 16-8-4

**SECTION 000600**

**CONTRACT BETWEEN OWNER AND CONTRACTOR**

This Agreement entered into this 15<sup>th</sup> day of March, 2016, by Dynamic Constructors, LLC \_\_\_\_\_, hereinafter called the "Contractor", whose business address is 2100 L and A Road, Metairie, LA 70001, and St. Charles Parish, herein represented by the Parish President executing this Contract, hereinafter called the "Owner".

Witness that the Contractor and the Owner, in consideration of premises and the mutual covenants; consideration and agreement herein contained, agree as follows:

The 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:

St. Charles West Library Renovation, 105 Lakewood Drive, Luling, LA 70070

Base Bid –

Alternate No. 1: (REPLACE EXISTING CLERESTORY GLAZING/WINDOWS/FRAMES WITH NEW 1" GLAZING THAT IS CODE APPROVED IMPACT RESISTANT GLAZING/FRAMES (SIX LOCATIONS). NEW GLAZING/FRAMES TO MATCH EXISTING IN TERMS OF FINISH. FRAMES/INSTALL TO BE COORDINATED WITH NEW ROOF SCOPE. REF 088000-5, 2.11 FOR GLAZING TYPE/INFORMATION. CLERESTORY LOCATIONS BETWEEN COLUMN LINES B AND C. REFERENCE 2/G004 FOR SIZE OF EACH LOCATION - add) -

Alternate No. 2: (REPLACE ALL ABOVE FLOOR SLAB RACEWAY/CONNECTRAC SYSTEM LOCATIONS (REF KEYNOTES 1 AND 2/E2.01) WITH SAWCUT EXISTING CONCRETE SLAB/TRENCH ALL ELECTRICAL POWER (REF KEYNOTE 6/E2.01) FOR INFORMATION AND LOCATIONS/DROPS - add) –

Alternate No. 3: (REPLACE ALL NEW LIGHTING WITH LED TYPE/LAMP LIGHTING FIXTURES, REF E0.03 FOR ALTERNATE LIGHTING SCHEDULE. THIS IS FOR ALL AREAS RECEIVING NEW LIGHTS, REF RCP AND ELEC SHEETS. ANY EXISTING LIGHTS CALLED OUT TO REMAIN ARE NOT TO BE INCLUDED IN THIS ALTERNATE - add). -

The abovementioned work shall be completed in strict accordance with Contract Documents prepared by:

720 Design, 9003 Oakpath Lane, Dallas, TX 75243 and  
+one design & construction, P.O. Box 40232, Baton Rouge, LA 70835

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 12 November 2015, Addenda number(s) 1,2,3,4, the Instruction to Bidders, Bid Form, General Conditions, Supplementary Conditions, 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.

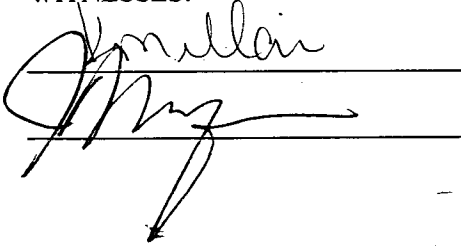
The work shall be commenced on a date to be specified in a written order of the Owner and shall be completed within 270 consecutive calendar days from and after the said date.

By signing this Contract, the Contractor recognizes 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 the 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 One Hundred Fifty dollars (\$150.00) 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.

The Owner will pay and the Contractor will accept in full consideration for the performance of the Contract the sum of One Million Seven Hundred Ninety Seven Thousand U.S. dollars, (\$ 1,797,000.00 ) which sum represents the Base Bid [and Alternate Nos. N/A ].

In Witness whereof, the parties hereto on the day and year first above written have executed this agreement in six (6) counterparts, each of which shall, without proof or accountancy for the other counterparts, be deemed an original thereof.

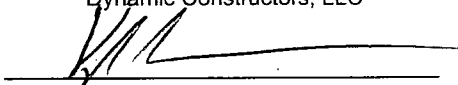
WITNESSES:

  
\_\_\_\_\_  
\_\_\_\_\_

CONTRACTOR:

Dynamic Constructors, LLC

BY:

  
\_\_\_\_\_  
Kyle J. Sanderson  
Managing Member

Address for giving notices:

2100 Land A Road

Metairie, LA 70001

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WITNESSES:

R. S. DeLeon  
[Signature]

OWNER: ST. CHARLES PARISH

BY:

[Signature]  
LARRY COCHRAN  
PARISH PRESIDENT

Address for giving notices:

P.O. Box 302  
15045 River Road  
Hahnville, LA 70057