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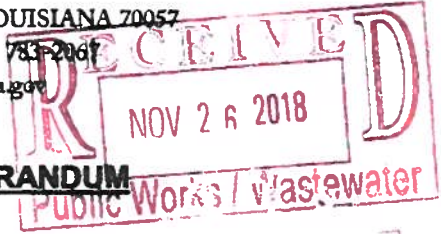
# ST. CHARLES PARISH

## OFFICE OF THE COUNCIL

P.O. BOX 302 • HAHNVILLE, LOUISIANA 70057

(985) 783-5000 • Fax: (985) 783-2067

www.stcharlesparish-la.gov



### COUNCIL OFFICE MEMORANDUM

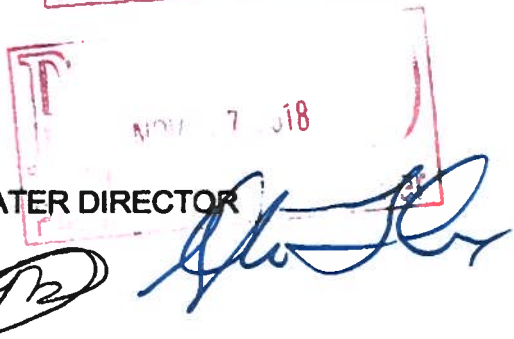
- DICK GIBBS**  
CHAIRMAN  
COUNCILMAN, DISTRICT III
- WENDY BENEDETTO**  
VICE-CHAIRMAN  
COUNCILWOMAN AT LARGE, DIVISION A
- PAUL J. HOGAN, PE**  
COUNCILMAN AT LARGE, DIVISION B
- TERRELL D. WILSON**  
COUNCILMAN, DISTRICT I
- MARY K. CLULEE**  
COUNCILWOMAN, DISTRICT II
- WILLIAM BILLY WOODRUFF**  
COUNCILMAN, DISTRICT IV
- MARILYN B. BELLOCK**  
COUNCILWOMAN, DISTRICT V
- TRACI A. FLETCHER**  
COUNCILWOMAN, DISTRICT VI
- JULIA FISHER-PERRIER**  
COUNCILWOMAN, DISTRICT VII

**DATE:** NOVEMBER 21, 2018

**TO:** MR. CLAYTON FAUCHEUX  
PUBLIC WORKS/WASTEWATER DIRECTOR

**FROM:** MICHELLE IMPASTATO  
COUNCIL SECRETARY *(Signature)*

**RE:** ELLINGTON DRAINAGE PUMP STATION  
SEALEVEL CONSTRUCTION, INC.



On November 5, 2018, the St. Charles Parish Council adopted Ordinance No. 18-11-1 approving and authorizing the execution of a Construction Contract with Sealevel Construction, Inc. for Project No. P080905-5D, grant reference Project No. H.013148, Ellington Drainage Pump Station Project, as part of the West Bank Hurricane Protection Levee Project, in the amount of \$8,288,890.00.

A recorded copy of the ordinance along with four (4) Notice of Contract documents is enclosed for your records. Please add the Notice of Contract to each contract book that was previously forwarded to your office.

Ml/sm

Enclosures

- cc: Parish Council  
 Mr. Billy Raymond w/enclosure  
 Mr. Grant Dussom w/enclosure  
 Ms. Carla Chiasson w/enclosure  
 Mr. Sam Scholle w/enclosure  
 Burk-Kleinpeter, Inc. w/enclosure  
 Sealevel Construction, Inc. w/enclosure

## SECTION 00500

### CONTRACT

This agreement entered into this 7<sup>th</sup> day of November, 2018, by Sealevel Construction, Inc., hereinafter called the "Contractor", whose business address is P. O. Box 1037, Thibodaux, LA 70302, and the St. Charles Parish, hereinafter called the "Owner".

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

Parish Project No. P080905-5D, Ellington Drainage Pump Station

### 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: Burk-Kleinpeter, Inc.
- 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 August, 2018, Addenda number(s) 1, 2, 3, & 4, 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: Construction of a drainage pump station consisting of four vertical pumps, engines, right angle gears, screen cleaners, fuel system and a metal building, concrete intake and all mechanical, electrical and plumbing auxiliaries required for an operational station.

### ARTICLE 2

#### ENGINEER

- 2.01 The Project has been designed by Burk-Kleinpeter, Inc. 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 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.

- 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 One to Four inclusive)
- h) Contract documents bearing the general title "Ellington Drainage Pump Station" dated August, 20 18.
- i) Drawings, consisting of a cover sheet dated) August 20 18 and the sheets listed on Drawing G0.0; each sheet bearing the following general title: Ellington Drainage Pump Station
- 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.

**2018-0292**

**INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT  
(DEPARTMENT OF PUBLIC WORKS)**

**ORDINANCE NO. 18-11-1**

An ordinance to approve and authorize the execution of a Construction Contract with Sealevel Construction, Inc. for Project No. P080905-5D, grant reference Project No. H.013148, Ellington Drainage Pump Station Project, as part of the West Bank Hurricane Protection Levee Project, in the amount of \$8,288,890.00.

**WHEREAS,** sealed bids were received by St. Charles Parish on October 9, 2018 for Project No. P080905-5D, grant reference Project No. H.013148, Ellington Drainage Pump Station Project; and,

**WHEREAS,** Burk-Kleinpeter, Inc., Michael G. Jackson, P.E., the Engineer for the Project, has reviewed the bids and recommended that the Contract be awarded to the lowest responsive bidder, Sealevel Construction, Inc. in the amount of \$8,288,890.00; and,

**WHEREAS,** the Ellington Drainage Pump Station Project, as part of the West Bank Hurricane Protection Levee Project, will provide flood protection to approximately 536 residences, 25 businesses, and 13 public buildings located within the Ellington watershed area; and,

**WHEREAS,** the Ellington Drainage Pump Station Project consists of the installation of a new Drainage Pump Station, intake channel and discharge over the newly constructed Ellington Levee system protecting the Ellington watershed area. The project includes the purchase and installation of four (4) each 116 cfs pumps, 250 hp electric motor per pump, standby generator, station concrete structure, access road, intake channel, discharge piping and basin, automated bar screen cleaners; and,

**WHEREAS,** Resolution No. 6313 adopted on November 13, 2017, approved the execution of an Intergovernmental Agreement with the State of Louisiana Department of Transportation and Development under the Statewide Flood Control Construction Program to provide 70% of the Construction costs up to \$5,681,380.70 in funding for said project.

**THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:**

**SECTION I.** That the bid of Sealevel Construction, Inc., for the construction of Project No. P080905-5D, grant reference Project No. H.013148, Ellington Drainage Pump Station Project, as part of the West Bank Hurricane Protection Levee Project, is hereby approved and accepted, in the amount of \$8,288,890.00.

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

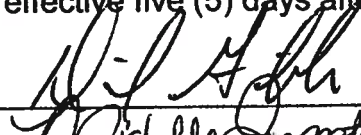

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

**YEAS:** BENEDETTO, HOGAN, WILSON, CLULEE, GIBBS, BELLOCK, FLETCHER, FISHER-PERRIER

**NAYS:** NONE

**ABSENT:** WOODRUFF

And the ordinance was declared adopted this 5th day of November, 2018 to become effective five (5) days after publication in the Official Journal.

**CHAIRMAN:**   
**SECRETARY:** 

**RECORDED IN THE ST. CHARLES PARISH  
CLERK OF COURT OFFICE**

**NOTICE OF CONTRACT**

**ORDINANCE NO. 18-11-1**

**ELLINGTON DRAINAGE PUMP STATION**

**PROJECT NO. P080905-5D**

**STATE OF LOUISIANA**

**PARISH OF ST. CHARLES**

**PLEASE TAKE NOTICE** that by virtue of a written contract dated November 7, 2018, St. Charles Parish, 15045 River Road, P.O. Box 302, Hahnville, LA 70057, through its Parish President, Larry Cochran, duly authorized by Ordinance No. 18-11-1 adopted by the St. Charles Parish Council on November 5, 2018, and Sealevel Construction, Inc., 1069 Highway 3185, Thibodaux, Louisiana 70301, P.O. Box 1037, Thibodaux, Louisiana 70302, through Richard J. Roth, President/Secretary, entered into a contract to furnish all labor and materials and perform all of the work required to build, construct, and complete in a thorough and workmanlike manner the Ellington Drainage Pump Station, Project No. P080905-5D, in St. Charles Parish, Louisiana, for the price and sum of EIGHT MILLION, TWO HUNDRED EIGHTY-EIGHT THOUSAND, EIGHT HUNDRED NINETY DOLLARS AND 00/100 (\$8,288,890.00), the work under the Contract to be completed within five hundred (500) calendar days from the date of the Notice to Proceed.

Said basic work is generally described as follows: Construction of a drainage pump station consisting of four vertical pumps, engines, right angle gears, screen cleaners, fuel system and a metal building, concrete intake, and all mechanical, electrical, and plumbing auxiliaries required for an operational station according to the Contract Documents prepared by Burk-Kleinpeter, Inc., certified October 25, 2018. The contract price is firm and subject only to modifications by written change order agreed to by both parties. Contractor shall submit Application for Payment in accordance with the General Conditions. The complete Contract Documents may be reviewed at the Records Office of the St. Charles Parish Council, Parish Courthouse, 15045 River Road, Hahnville, LA.

The property upon which the above described improvements are to be constructed, is located at 120 Montgomery Drive, Luling, in St. Charles Parish, Louisiana. All of the work of this Contract is located in rights-of-way owned and/or granted right to use by St. Charles Parish.

THUS DONE AND SIGNED, this 20<sup>th</sup> day of November, 2018, in the presence of the undersigned.

WITNESSES:

ST. CHARLES PARISH

R. S. Dalkowski  
Michelle Spasato

  
BY: LARRY COCHRAN  
PARISH PRESIDENT

THUS DONE AND SIGNED, this 15<sup>th</sup> day of November, 2018, in the presence of the undersigned.

WITNESSES:

SEALEVEL CONSTRUCTION, INC.

Amanda R. Taylor  
Shari L. Marofalo

  
BY: RICHARD J. ROTH  
PRESIDENT