

ORD.

2016-0264

**INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
(GENERAL GOVERNMENT BUILDINGS)**

ORDINANCE NO. 16-7-8

An ordinance to approve and authorize the execution of a Contract with Boasso Construction, LLC, of Mereaux, La., for the construction of the 29th Judicial District Court (District Attorney Annex) building adjacent to the St. Charles Parish Courthouse and located on the same property, in the amount of \$2,815,000.00.

WHEREAS, sealed bids were received by St. Charles Parish on June 9, 2016, for the Construction Project in Hahnville; and,

WHEREAS, Murray Architects, Inc., the Architect for the project, has reviewed the bids and recommended that the project be awarded to the low bidder, Boasso Construction, LLC, of Mereaux, La. in the amount of \$2,815,000.00; and,

WHEREAS, the construction of an essential government building located at 15045 River Road in Hahnville, La. will provide office space, employee protection and storage capacity for the District Attorney's Office.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the bid of Boasso Construction, LLC of Mereaux, La. for the construction of the 29th Judicial District Court (District Attorney Annex) building, Parish Project No. GB-DA-01-2016A, be hereby approved and accepted in the amount of \$2,815,000.00.

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: BENEDETTO, HOGAN, WILSON, CLULEE, GIBBS, WOODRUFF, BELLOCK, FLETCHER.

NAYS: NONE

ABSENT: FISHER-PERRIER

And the ordinance was declared adopted this 18th day of July, 2016, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
DLVD/PARISH PRESIDENT: 7/19/16
APPROVED: [Signature] DISAPPROVED: [Signature]
PARISH PRESIDENT: [Signature]
RETD/SECRETARY: 7/20/16
AT: 2:45p RECD BY: [Signature]

RECORDED IN THE ST. CHARLES PARISH
CLERK OF COURT OFFICE
ON August 3, 2016
AS ENTRY NO. 417058
IN MORTGAGE/CONVEYANCE BOOK
NO. 836 FOLIO 254

SECTION 00600

CONTRACT BETWEEN OWNER AND CONTRACTOR

This Agreement entered into this 20th day of July, 2016, by **BOASSO CONSTRUCTION, LLC**, hereinafter called the "Contractor", whose business address is 4600 E. St. Bernard Highway, Mereaux, LA 70075, 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:

**29TH JUDICIAL COURT
PARISH PROJECT NO. GB-DA-01-2016A**

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

Murray Architects, Inc.
13760 River Road
Destrehan, LA 70047

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 May 2, 2016, Addenda number(s) 1, 2, and 3, 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 Three Hundred Sixty Five (365) consecutive calendar days from and after the said date.

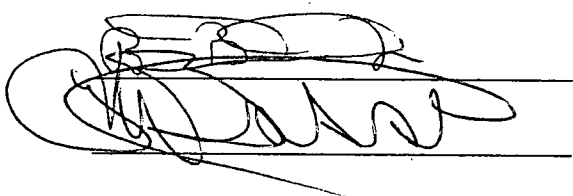
By signing this Contract, the Contractor recognizes that the Owner will suffer direct financial loss if Work is not completed within the Contract Time specified plus any extensions thereof allowed in accordance with the General Conditions of this Contract, and therefore, time is of the essence. They 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 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.

The Owner will pay and the Contractor will accept in full consideration for the performance of the Contract the sum of **TWO MILLION EIGHT HUNDRED FIFTEEN THOUSAND** U.S. dollars, **(\$2,815,000.00)** which sum represents the Base Bid.

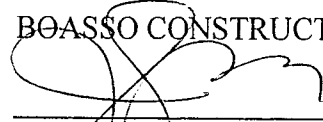
In Witness whereof, the parties hereto on the day and year first above written have executed this agreement in four (4) counterparts, each of which shall, without proof or accountancy for the other counterparts, be deemed an original thereof.

WITNESSES:



CONTRACTOR: **BOASSO CONSTRUCTION, LLC**

BY:

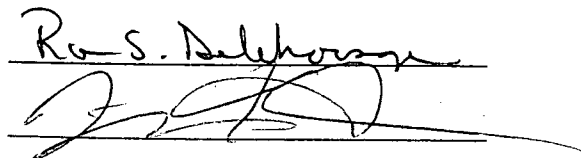

Janet L. Boasso
Managing Member

Address for giving notices:

4600 E. St. Bernard Highway

Mereaux, LA 70075

WITNESSES:



OWNER: **ST. CHARLES PARISH**

BY:


LARRY COCHRAN
PARISH PRESIDENT

Address for giving notices:

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