
SECTION 00600

CONTRACT BETWEEN OWNER AND CONTRACTOR

This Agreement entered into this _____ day of _____, 20____, 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

RE-BID

2.4M

Tabulation of Bids

Project: 29th Judicial Court
Owner: St. Charles Parish
Bid Date: 06/09/2016

Contractor	La License #	Bid Bond	Addenda	Base Bid
Boasso Construction, LLC	44027	✓	1,2,3	2,815,000.00
C.D.W. Services, LLC	45228			
Dynamic Construction, LLC	55104			
Fischer's Incorporated	13697			
GetBilt, LLC	56255			
J.F. Juge Construction Co., Inc.	9126			
Lamar Contractors, LLC	16384			
Pintail Contracting Services, LLC	50020	✓	1,2,3	2,870,000.00
T.A. Held Construction, LLC	55932	✓	1,2,3	2,898,800.00
Thompson Construction Co.	2239	✓	1,2,3	2,870,000.00
Trimark Construction, LLC	25406	✓	1,2,3	2,985,400.00

Note: The previous bid for the project
was 4/14/16 @ 2:00pm


Michael Todd



13760 river road • destrehan, la 70047
ofc: 985.764.7275 • fax: 985.725.0182

June 29, 2016

St. Charles Parish
Attn: Government Buildings
PO Box 302
Hahnville, LA 70057

Re: 29th Judicial Court
Parish Project No. GB-DA-01-2016A

Dear Mr. Dufrene,

We have reviewed the bids received on June 9, 2016, for the 29th Judicial Court. We have verified with the apparent low bidder, Boasso Construction, LLC, that he has reviewed his bid and that there were no errors in the preparation of his bid.

Therefore, we recommend that St. Charles Parish accept the Base Bid in the amount of \$2,815,000.00 and award the project to Boasso Construction, LLC.

Should you have any questions, please do not hesitate to call.

Sincerely,

A handwritten signature in black ink, appearing to read 'Michael Tabb', with a long, sweeping horizontal line extending to the right.

Michael Tabb, AIA
Architect

Enclosure



ST. CHARLES PARISH

General Government Buildings

15045 HWY. 18 RIVER ROAD • HAHNVILLE, LOUISIANA 70057

(985)783-5027 • FAX (985)783-5012

Website: www.stcharlesparish-la.gov

LARRY COCHRAN
PARISH PRESIDENT

PHIL DUFRENE
FACILITIES MANAGER

NOTICE OF AWARD

June 30, 2016

To: Boasso Construction, LLC
4600 E. St. Bernard Hwy.
Mereaux, LA 70075

Project Title: 29th Judicial Court

Project No: GB-DA-01-2016A

Boasso Construction, LLC:

You are hereby notified that your bid dated May 2, 2016, for the above Project has been considered. You are the apparent Lowest Responsible Bidder and may be awarded the Contract once all the required documents have been received, reviewed, successfully voted by the St. Charles Parish Council, and executed by the St. Charles Parish President.

The Contract Price of this award is **TWO MILLION, EIGHT HUNDRED FIFTEEN THOUSAND** United States Dollars (\$2,815,000.00).

Deliver all documents to:

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

NOTICE OF AWARD
Rev_0_03-14-2014

SCP-A-00500-1

Deliver the following documents by: July 11, 2016

1. Six (6) originals of the Contract Between Owner and Contractor (Section 00600) signed and completed. **Do not date the forms**; this will be accomplished upon execution of the Contract by the Owner. Contract price must agree with amount on Louisiana Uniform Public Work Bid Form (Section 00300).
2. Six (6) original Payment Bond Forms (Section 00630) completed, signed, dated, and sealed. **Do not put date in blank on page 00630-1**; this will be accomplished upon execution of the Contract by the Owner.
3. Six (6) original Performance Bond Forms (Section 00 620) completed, signed, dated, and sealed. **Do not put date in blank on page 00620-1**; this will be accomplished upon execution of the Contract by the Owner.
4. Six (6) original Certificates of Insurance. Computer generated signature acceptable. The Certificate must name the St. Charles Parish as an additional insured on all general liability policies and the standard cancellation clause must read as follows:

“Should any of the above described policies be canceled or changed by restricted amendment before the expiration date thereof, the issuing Company will give thirty (30) days written notice by registered mail, return receipt requested, to the below named certificate holder.”

Permits – Contractor is responsible for applying and receiving all required permits before construction mobilization. Refer to Section 3.7 of the General Conditions (Section 00700), Summary (Section 01 1100), Storm Water Permits (Section 01 5720), Storm Water Pollution Prevention Plan (Section 01 5723), and LDEQ Permits (Section 01 8000) for other details and requirements.

Construction Schedule – Contractor shall submit a Construction Schedule to the Architect and Owner at the Pre-Construction Conference, which will be scheduled following a successful vote by the St. Charles Parish Council and execution of the Contract by the St. Charles Parish President. Schedule items will include, as a minimum, the following:

- Time frame measured in days with a starting point at Notice to Proceed
- Review and approval time of submittals
- Network analysis to identify tasks on the critical path (applicable only to contracts where the contract sum is one million dollars (\$1,000,000) or above).
- Order and delivery time of critical path items
- Mobilization and construction set up time
- Construction time
- Anticipated Substantial Completion date
- Anticipated Final Change Order submittal date
- Anticipated project closure date

Failure to comply with these conditions within the time specified will entitle Owner to consider the bid abandoned, to annul this Notice of Award and to declare the Bid Security forfeited.

Within sixty (60) days after compliance with the above conditions, the Owner will return to the Contractor one fully signed counterpart of the Contract Documents.

If you have any questions, or if we can be of any further assistance, please do not hesitate to contact this office at 985-783-5027, Monday through Friday 7:30am to 4:00pm.

Philip Dufrene
Facilities Manager

cc:

Bobby Raymond, Legal Services
Billy Raymond, Chief Administrative Officer
Tiffany Clark, Council Secretary
Michael Tabb, Murray Architects

attachments:

Contract Between Owner & Contractor
Performance Bond Form
Payment Bond Form