

SECTION 00600

CONTRACT BETWEEN OWNER AND CONTRACTOR

This Agreement entered into this _____ day of _____, 20____, by **Battco Construction & Maintenance, Inc.**, hereinafter called the "Contractor", whose business address is **#21 29th St., Kenner, LA 70062**, 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 Parish Courthouse 3rd Floor Renovation
Project # P080402
Base Bid: \$4,075,000.00

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

Sizeler Thompson Brown Architects
Regional Design Group, LLC
300 Lafayette Mall, Suite 200
New Orleans, LA 70130

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 **June 10, 2014**, Addenda number(s) **1-8**, 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 **300** 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 **Eight Hundred** dollars (**\$800.00**) 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 Four Million, Seventy-five Thousand U.S. dollars, (\$4,075,000.00) 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 Six (6) counterparts, each of which shall, without proof or accountancy for the other counterparts, be deemed an original thereof.

WITNESSES:

Barbara Barton
Chief

CONTRACTOR: Battco Construction & Maintenance, Inc

BY:

Joseph Battaglia
President

Address for giving notices:

21-29th St.

Kenner, LA 70062

WITNESSES:

OWNER: ST. CHARLES PARISH

BY:

V.J. ST. PIERRE, JR.
PARISH PRESIDENT

Address for giving notices:

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



Project Design Group, LLC
 300 Lafayette Mall, Suite 200
 New Orleans, LA 70130

SIZELER
 THOMPSON
 BROWN
 ARCHITECTS

4/1 and 4/2

St. Charles Parish Courthouse - 3rd Floor Renovation
 STBA # 21095.02
 July 24, 2014 11:00 AM

Bidder Name/ License #	Base Bid	Bid Form	Bid. Security Form	Corporate Resolution	Employment Status/Verif Affidavit	Addenda Acknowledged								Notes
						1	2	3	4	5	6	7	8	
1 <i>Bartco Construction</i> <i>32179</i>	\$ 4,000,000	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
2 <i>Podhe</i> <i>Lomane Co.</i> <i>31600</i>	\$ 4,535,000	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
3	\$													
4	\$													
5	\$													
6	\$													
7	\$													
8	\$													