

*Ord.*  
**2014-0420**

**INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT  
(GENERAL GOVERNMENT BUILDINGS)  
TERRELL WILSON, COUNCILMAN, DISTRICT I**

**ORDINANCE NO. 15-1-5**

An ordinance to approve and authorize the execution of a Contract with Frickey Brothers Construction, Inc. of Paradis, LA for the St. Charles Parish Killona Community Center, Project # P140311, in the amount of \$415,209.48.

**WHEREAS,** sealed bids were received by St. Charles Parish on November 20, 2014 for the St. Charles Parish Killona Community Center in Killona; and,

**WHEREAS,** Murray Architects, the Architect for the project, has reviewed the bids and recommended that the project be awarded to the low bidder, Frickey Brothers Construction, Inc. of Paradis, LA in the amount of \$415,209.48.

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

**SECTION I.** That the bid of Frickey Brothers Construction, Inc. of Paradis, LA for the St. Charles Parish Killona Community Center, Project # P140311, be hereby approved and accepted in the amount of \$415,209.48.

**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: SCHEXNAYDRE, LEWIS, WILSON, WOODRUFF, BENEDETTO, HOGAN,  
COCHRAN, FLETCHER, FISHER-PERRIER  
NAYS: NONE  
ABSENT: NONE

And the ordinance was declared adopted this 12th day of January, 2015, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: \_\_\_\_\_  
SECRETARY: \_\_\_\_\_  
DLVD/PARISH PRESIDENT: 1/14/15  
APPROVED:  DISAPPROVED: \_\_\_\_\_  
PARISH PRESIDENT: 1/14/15  
RETD/SECRETARY: \_\_\_\_\_  
AT: 1:30 pm RECD BY: [Signature]

RECORDED IN THE ST. CHARLES PARISH  
CLERK OF COURT OFFICE  
ON February 2, 2015  
AS ENTRY NO. 403347  
IN MORTGAGE/CONVEYANCE BOOK  
NO. 1604 FOLIO 665

REFERENCE  
Ord. 15-12-13  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SECTION 00600**

**CONTRACT BETWEEN OWNER AND CONTRACTOR**

This Agreement entered into this 15<sup>th</sup> day of January, 2015, by **Frickey Brothers Construction Inc.**, hereinafter called the "Contractor", whose business address is **101 Louisiana St., Paradis, LA 70080**, 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:

**Killona Community Center  
Project # P140311  
Base Bid: \$415,209.48**

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

**Murray Architects  
13760 River Rd.  
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 **October 9, 2014**, Addenda number(s) **1-3**, 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 **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 **Three Hundred dollars (\$300.00)** 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 Hundred & Fifteen Thousand, Two Hundred & Nine & 48/100** U.S. dollars, (\$415,209.48) 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:

Candice Eskidge  
Jimmy Dridley

CONTRACTOR: Frickey Brothers Construction Inc

BY:

Dana Frickey  
Dana Frickey  
President

Address for giving notices:

FRICKEY BROTHERS CONST.  
101 LOUISIANA STREET  
PARADIS, LA 70080  
985-758-7332

WITNESSES:

Jackie C. ...  
...

OWNER: ST. CHARLES PARISH

BY:

V.J. St. Pierre, Jr.  
V.J. ST. PIERRE, JR.  
PARISH PRESIDENT

Address for giving notices:

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