

NOTICE OF CONTRACT

ORDINANCE NO. 16-7-8

29TH JUDICIAL DISTRICT COURT (DISTRICT ATTORNEY ANNEX)

PARISH PROJECT NO. GB-DA-01-2016A

STATE OF LOUISIANA

PARISH OF ST. CHARLES

PLEASE TAKE NOTICE that by virtue of a written contract dated July 20, 2016, St. Charles Parish, 15045 River Road, P. O. Box 302, Hahnville, LA 70057, through its Parish President, Larry Cochran, duly authorized by Ordinance No. 16-7-8 adopted by the St. Charles Parish Council on July 18, 2016, and Boasso Construction, LLC, 4600 East St. Bernard Highway, Meraux, LA 70075, through Janet Boasso, Managing Member, entered into a contract to furnish all labor, materials and equipment, and perform all of the work required to build, construct, and complete in a thorough and workmanlike manner, the 29th Judicial District Court - District Attorney Annex, Parish Project No. GB-DA-01-2016A, located on the ground of the Parish Courthouse complex adjacent to the St. Charles Parish Courthouse at 15045 River Road, Hahnville, LA, for the price and sum of TWO MILLION EIGHT HUNDRED FIFTEEN THOUSAND AND 00/100THS (\$2,815,000.00) DOLLARS, the work under the Contract to be completed within Three Hundred Sixty Five (365) consecutive calendar days from the date of the Notice to Proceed.

Said basic work to include the construction of all improvements as shown on the Construction Drawings and in accordance with the project plans and specifications for the 29th Judicial District Court- District Attorney Annex, Parish Project No. GB-DA-01-2016A, as prepared by Murray Architects and dated May 2, 2016. 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 and Specifications 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 generally described as on the ground of the Parish Courthouse complex, adjacent to the St. Charles Parish Courthouse in Hahnville, Louisiana, St. Charles Parish as per the detailed plans and specifications prepared by Murray Architects.

THUS DONE AND SIGNED, this 1st day of August, 2016, in the presence of the undersigned.

WITNESSES:

R. S. Delchance
[Signature]

ST. CHARLES PARISH

[Signature]
BY: LARRY COCHRAN
PARISH PRESIDENT

THUS DONE AND SIGNED, this 28 day of July, 2016, in the presence of the undersigned.

WITNESSES:

[Signature]

BOASSO CONSTRUCTION, LLC.

[Signature]
BY: JANET BOASSO
MANAGING MEMBER

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.

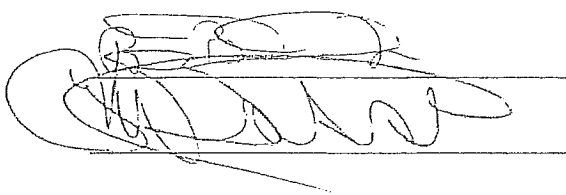
By signing this Contract, the Contractor recognizes that the Owner will suffer direct financial loss if Work is not completed within the Contract Time specified plus any extensions thereof allowed in accordance with the General Conditions of this Contract, and therefore, time is of the essence. They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

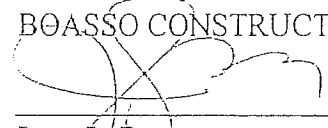
In Witness whereof, the parties hereto on the day and year first above written have executed this agreement in four (4) counterparts, each of which shall, without proof or accountancy for the other counterparts, be deemed an original thereof.

WITNESSES:



CONTRACTOR: BOASSO CONSTRUCTION, LLC

BY:

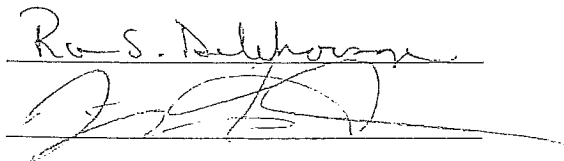

Janet L. Boasso
Managing Member

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