

SECTION 00600

CONTRACT BETWEEN OWNER AND CONTRACTOR

This Agreement entered into this th 15 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: [Signature]
Dana Frickey
President

Address for giving notices:
FRICKEY BROTHERS CONST.
101 LOUISIANA STREET
PARADIS, LA 70080
985-756-7332

WITNESSES:

[Signature]
[Signature]

OWNER: ST. CHARLES PARISH

BY: [Signature]
V.J. ST. PIERRE, JR.
PARISH PRESIDENT

Address for giving notices:
P.O. Box 302
15045 River Road
Hahnville, LA 70057